



Board of County Commissioners Pre-Commission Meeting

June 2, 2026 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Andrea Cooke
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the May 19, 2026 FY2027 Budget Presentation
(Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Kaylee Pruitt To The Macon-Bibb Transit Authority; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Appointing Kaylee Pruitt To The Macon-Bibb County Pedestrian Safety Review Board;

(Sponsored by: Lester M. Miller, Mayor)

4. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize Budget Transfers, In A Total Amount Of \$313,910.00, As Provided Herein, To Fund Purchases For The I.T., Aviation, Solid Waste, And Grants Departments
(Sponsored by: Lester M. Miller, Mayor)

- b. An Ordinance of the Macon-Bibb County Commission to Authorize Transfers and Appropriations of 2018 SPLOST Funds to Fund Recreation, Courthouse and Road Projects as Provided Herein. (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission In Support Of And Authorizing Newtown Macon, Inc. To Apply For Funds From The Georgia Department Of Natural Resources Recreational Trails Program For The Expansion Of The Ocmulgee Heritage Trail To Allow For Safe Pedestrian Crossing Over Railroad Property And Connection To A Pedestrian Bridge Over The Ocmulgee River (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A GDOT Airport Aid Grant, In The Amount Of Up To \$2,845,277.03, For The Purpose Of Funding A Portion Of The Runway 5-23 Paving And Lighting Project, With A Local Match Of Up To \$948,425.68 To Be Paid From Previously Appropriated Funds (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A GDOT Airport Aid Grant, In The Amount Of Up To \$2,850,000.00, For The Purpose Of Funding Phase I Of The Taxiway E Project At The Middle Georgia Regional Airport, With A Local Match Of Up To \$950,000.00 To Be Paid From Previously Appropriated Fy 23/24 Cip Funds (Sponsored by: Lester M. Miller, Mayor)

6. Agreements, Contracts and Purchase Orders

- a.

An Ordinance Of The Macon-Bibb County Commission To Approve And Adopt An Updated Macon-Bibb County Solid Waste And Materials Management Plan; To End The Temporary Moratorium On The Placement Or Building Of New Solid Waste Handling Facilities; To Amend Section 22-3 Of The Macon-Bibb County Code Of Ordinances Restricting The Siting Of Or Expansion Of Solid Waste Handling Facilities In Certain Locations And Requesting The Planning And Zoning Commission To Adopt The Same

(Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Kardex Remstar, LLC For The Purchase Of A Megamat Office Vertical Carousel, In The Amount Of \$104,882.38, To Be Paid From The SPLOST 2018 Fund – Public Safety – Public Safety Other – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Williams Communications, Inc., For The Replacement Of Radio Equipment In The Amount Of \$146,883.87, To Be Paid From The SPLOST 2018 Fund – Public Safety – IT Upgrade – Property Line Item

(Sponsored by: Lester M. Miller, Mayor)

d.

A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Tyler Technologies, Inc., In The Amount Of \$158,140.00 For Annual New World Enterprise Resource Planning Software Maintenance Fees, Payable From The General Fund – Information Technology – IT – Infrastructure – Contract Labor – Contractual Services Line Item

(Sponsored by: Lester M. Miller, Mayor)

e.

A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Shotspotter, Inc. For The Provision Of Gunshot Detection, Location, And Forensic Analysis Services, In The Amount Of \$524,000.00 Per Year For A Term Of Three Years, To Be Paid From Public Safety Fund

(Sponsored by: Lester M. Miller, Mayor)

7. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

8. Bond Approval

a. Approval of Bond for the Arena Project (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
May 19, 2026 – 5:00 PM
City Hall
Commission Chamber**

The FY2027 Budget Presentation meeting of the Macon-Bibb County Commission was held on May 19, 2026 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Valerie Wynn
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Andrea Cooke
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

COMMISSION MEMBERS ABSENT:

Commissioner Paul Bronson

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Sherita Jones, Budget and Grants Coordinator
Shantese Thomas, Grants Coordinator
LaShondra Fowler, Grants Manager
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Wilson, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Mayor Lester Miller's Presentation of FY2027 Macon-Bibb County Budget

- a. Budget Presentation (Sponsored by: Lester M. Miller, Mayor)
Mayor Miller presented the Proposed Budget for FY2027.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING KAYLEE PRUITT TO THE MACON-BIBB TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to 1980 Ga. Laws, p. 4313, § 1.1; and

WHEREAS, the composition and terms of membership for the Macon-Bibb County Transit Authority was amended pursuant to 1995 GA. Laws, Act 47, § 1; and

WHEREAS, the governing and administrative body of the authority consists of Board members appointed by the Mayor of Macon-Bibb County and said appointments are subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, each Board member serves for a term of five (5) years and is eligible for reappointment; and

WHEREAS, Kaylee Pruitt has been recommended for appointment by Mayor Lester Miller to succeed Rachel Umana, whose term expired July 31, 2025; and

WHEREAS, Kaylee Pruitt has expressed her willingness and interest in serving on the Board, meets all necessary requirements for appointment and submitted her resume and Certificate of Good Standing, attached hereto as Exhibit A for reference and review; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Kaylee Pruitt is hereby appointed to serve as a member of the Macon-Bibb County Transit Authority for a term of five (5) years, with said term to begin effective date of this Resolution .

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Appointing Kaylee Pruitt to Macon-Bibb Transit Authority 5-27-2026.docx

EXHIBIT A

PROFILE

Collaborative nonprofit executive, active transportation advocate, and lifelong Maconite with 15+ years of experience leading community programs, organizational operations, grant-funded initiatives, strategic partnerships, advocacy campaigns, and public engagement efforts.

As Executive Director of Bike Walk Macon, leads the organization’s mission to advance safer multimodal transportation, stronger public spaces, and equitable community connectivity throughout Macon-Bibb County. Deeply committed to shaping Macon’s future through people-centered mobility, coalition-building, and community-driven leadership.

PROFESSIONAL EXPERIENCE

2026 - Present	BIKE WALK MACON - Executive Director Lead Bike Walk Macon’s mission, strategic direction, advocacy initiatives, organizational operations, and community partnerships to advance safer, more accessible multimodal transportation throughout Macon-Bibb County. - Oversee organizational leadership, daily operations, staff supervision, board relations, and implementation of Bike Walk Macon’s strategic priorities - Serve as primary representative and spokesperson for Bike Walk Macon in public meetings, coalition efforts, media engagement, and community partnerships - Direct advocacy and community engagement initiatives that advance safer multimodal transportation, equitable mobility access, public space activation, and neighborhood connectivity throughout Macon-Bibb County - Manage organizational budgets, grant administration, fundraising efforts, sponsorship development, and financial reporting in collaboration with the Board of Directors - Maintain and strengthen partnerships with local government agencies, schools, nonprofits, neighborhood organizations, and transportation stakeholders - Oversee planning and implementation of signature community programs and events, including Open Streets Macon, Streets for All Fest, Big Bike Ride, and Play Streets - Support long-term organizational growth through strategic planning, coalition-building, volunteer engagement, and community-centered leadership - Continue administration of the Georgia Governor’s Office of Highway Safety (GOHS) grant, maintaining strong compliance, fiscal stewardship, and program outcomes
2021 - 2026	BIKE WALK MACON - Education and Engagement Manager Led community engagement, education programs, signature events, grant administration, and communications in support of Bike Walk Macon’s mission and annual work plan. - Managed the Georgia Governor’s Office of Highway Safety (GOHS) grant, maintaining “low-risk” grantee status through strong fiscal stewardship and compliance - Exceeded annual grant objectives through bicycle and pedestrian safety education programming while supervising the Education Instructor and coordinating program logistics - Directed major community events including Open Streets Macon, Play Streets, Big Bike Ride, and Streets for All Fest, engaging 6,000+ attendees, 229 community partners, and 200+ volunteers - Collaborated with organizational leadership on annual goals, board reporting, communications strategy, and community partnerships - Represented Bike Walk Macon in coalition efforts and partnerships with schools, public agencies, neighborhood organizations, and transportation stakeholders - Collaborate and maintain website content, newsletters, media messaging, and social media strategy to increase community visibility and public engagement

PREVIOUS MANAGEMENT EXPERIENCE

2020 - 2021	FALL LINE BREWING COMPANY - Venue Manager Built rental systems, contracts, procedures, and revenue operations from the ground up - Generated \$600,000 in gross sales within first two years - Managed staff, event budgets, operations, and multi-site logistics
2013 - 2020	LIBRARY BALLROOM - Event and Property Manager Directed event operations, staff scheduling, vendor relations, and budget oversight Increased gross rental revenue by 40%
2013 - 2020	NEW STREET PROPERTIES, LLC - Property Manager Managed lease negotiations, accounts receivable, tenant retention, and maintenance systems

CIVIC ADVOCACY & BOARD LEADERSHIP

2026 Fellow	AMERICA WALKS WALKING COLLEGE Selected for national leadership development program focused on walkability, grassroots advocacy, and equitable access to safe public spaces
2024 - Current	MACON AREA TRANSPORTATION STUDY - Citizens Advisory Committee Represent bicycle and pedestrian priorities in regional transportation planning and public policy discussions
2022 - Current	REIMAGINING THE CIVIC COMMONS - Committee Partner & Community Collaborator - Active committee participant supporting placemaking and equitable public space revitalization across Macon-Bibb County - Partner with committee leaders to design and deliver community-centered events, including neighborhood walks, bike rides, Public Spaces Week activations, and Streets for All Fest programming
2025 - Current	DOWNTOWN MACON COMMUNITY ASSOCIATION - Executive Committee, 2026 Chair Lead meetings and collaborate with NewTown Macon to support coordination among downtown businesses through the city's merchant association and neighborhood network.
2024 - Current	BRAGG JAM - Board Secretary - Develop board meeting agendas in partnership with the executive committee - Maintain board minutes, governance records, and bylaw updates - Support board communication, documentation, and organizational continuity - Lead multiple sub-committees for community programming - Mystery Shows and Soul Spots

CERTIFICATIONS, & PROFESSIONAL DEVELOPMENT

- League Cycling Instructor (LCI), 2022
- America Walks Walking College Fellow, 2026
- Continuing education focus in traffic calming, Safe Systems, urbanism, and active transportation advocacy

CORE COMPETENCIES

Organizational Leadership • Strategic Partnerships • Public Engagement • Coalition Building • Fundraising & Sponsorship Development • Event Operations • Community Partnerships • Social Media and Online Communications • Executive Leadership • Board Relations • Grant Management • Budget Oversight • Staff Supervision • Advocacy • Volunteer Management • Active Transportation

PROFESSIONAL REFERENCES

Rachel Umana
Placemaking Planner III, Montgomery County Planning
rachel.e.hollar@gmail.com
478-335-1236

Emily Hopkins
Executive Director, Historic Macon Foundation
ehopkins@historicmacon.org
864-934-3389

Kaitlynn Kressin
Owner, Fall Line Brewing Company
kaitlynn.kressin@gmail.com
478-954-5540

Olivia Walters
President, Bragg Jam
president@braggjam.org
615-779-6977

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Kaylee Pruitt, Bike Walk Macon Executive Director
2. Name of the subject of this Certificate, if different from the applicant:

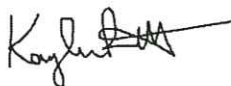
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☒ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

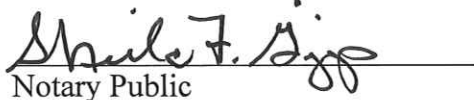
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

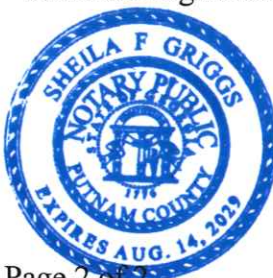
Kaylee Pruitt,



Print and Sign Name

Sworn to and subscribed before me this
21st day of May, 2026.


Notary Public





LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING KAYLEE PRUITT TO THE MACON-BIBB COUNTY PEDESTRIAN SAFETY REVIEW BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Pedestrian Safety Review Board (the “Board”) was created pursuant to Macon-Bibb County Code of Ordinances Section 2-849 for the purpose of reviewing and monitoring all fatal accidents involving pedestrians in Macon-Bibb County in order to ensure that proper safety protocols are in place and working to ensure that all roads, streets, alleys and other roadways in Macon-Bibb County are safe for pedestrian use; and

WHEREAS, pursuant to Section 2-851 of the Code of Ordinances, the Pedestrian Safety Review Board consists of fifteen (15) members who serve five (5) year terms, of which seven (7) members are citizens-at-large from the community appointed by the Mayor and approved by the Commission; and

WHEREAS, in order to be eligible for appointment to the Board, a person must live inside the county limits of Macon-Bibb County, Georgia, must be at least eighteen (18) years of age, and must be vitally interested in the safety of pedestrians on roadways in Macon-Bibb County; and

WHEREAS, Kaylee Pruitt has been recommended for appointment to the Board by Mayor Lester Miller to fill a vacant seat; and

WHEREAS, Kaylee Pruitt has expressed her willingness and interest in serving on the Board, meets all necessary requirements for appointment and submitted her resume and Certificate of Good Standing, attached hereto as Exhibit A for reference and review; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Kaylee Pruitt is hereby appointed to serve as a member of the Macon-Bibb County Pedestrian Safety Review Board for a term of five (5) years, with said term to begin effective date of this Resolution .

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Appointing Kaylee Pruitt to Pedestrian Safety Review Board 5-29-2026.docx

EXHIBIT A

KAYLEE PRUITT

EXECUTIVE DIRECTOR | ACTIVE TRANSPORTATION & PUBLIC SPACE ADVOCATE

kaylee@bikewalkmacon.com | (478) 832 3324 | LinkedIn: kpru19

PROFILE

Collaborative nonprofit executive, active transportation advocate, and lifelong Maconite with 15+ years of experience leading community programs, organizational operations, grant-funded initiatives, strategic partnerships, advocacy campaigns, and public engagement efforts.

As Executive Director of Bike Walk Macon, leads the organization's mission to advance safer multimodal transportation, stronger public spaces, and equitable community connectivity throughout Macon-Bibb County. Deeply committed to shaping Macon's future through people-centered mobility, coalition-building, and community-driven leadership.

PROFESSIONAL EXPERIENCE

2026 - Present

BIKE WALK MACON - Executive Director

Lead Bike Walk Macon's mission, strategic direction, advocacy initiatives, organizational operations, and community partnerships to advance safer, more accessible multimodal transportation throughout Macon-Bibb County.

- Oversee organizational leadership, daily operations, staff supervision, board relations, and implementation of Bike Walk Macon's strategic priorities
- Serve as primary representative and spokesperson for Bike Walk Macon in public meetings, coalition efforts, media engagement, and community partnerships
- Direct advocacy and community engagement initiatives that advance safer multimodal transportation, equitable mobility access, public space activation, and neighborhood connectivity throughout Macon-Bibb County
- Manage organizational budgets, grant administration, fundraising efforts, sponsorship development, and financial reporting in collaboration with the Board of Directors
- Maintain and strengthen partnerships with local government agencies, schools, nonprofits, neighborhood organizations, and transportation stakeholders
- Oversee planning and implementation of signature community programs and events, including Open Streets Macon, Streets for All Fest, Big Bike Ride, and Play Streets
- Support long-term organizational growth through strategic planning, coalition-building, volunteer engagement, and community-centered leadership
- Continue administration of the Georgia Governor's Office of Highway Safety (GOHS) grant, maintaining strong compliance, fiscal stewardship, and program outcomes

2021 - 2026

BIKE WALK MACON - Education and Engagement Manager

Led community engagement, education programs, signature events, grant administration, and communications in support of Bike Walk Macon's mission and annual work plan.

- Managed the Georgia Governor's Office of Highway Safety (GOHS) grant, maintaining "low-risk" grantee status through strong fiscal stewardship and compliance
- Exceeded annual grant objectives through bicycle and pedestrian safety education programming while supervising the Education Instructor and coordinating program logistics
- Directed major community events including Open Streets Macon, Play Streets, Big Bike Ride, and Streets for All Fest, engaging 6,000+ attendees, 229 community partners, and 200+ volunteers
- Collaborated with organizational leadership on annual goals, board reporting, communications strategy, and community partnerships
- Represented Bike Walk Macon in coalition efforts and partnerships with schools, public agencies, neighborhood organizations, and transportation stakeholders
- Collaborate and maintain website content, newsletters, media messaging, and social media strategy to increase community visibility and public engagement

PREVIOUS MANAGEMENT EXPERIENCE

2020 - 2021

FALL LINE BREWING COMPANY - Venue Manager

- Built rental systems, contracts, procedures, and revenue operations from the ground up
- Generated \$600,000 in gross sales within first two years
- Managed staff, event budgets, operations, and multi-site logistics

2013 - 2020

LIBRARY BALLROOM - Event and Property Manager

- Directed event operations, staff scheduling, vendor relations, and budget oversight
- Increased gross rental revenue by 40%

2013 - 2020

NEW STREET PROPERTIES, LLC - Property Manager

- Managed lease negotiations, accounts receivable, tenant retention, and maintenance systems

CIVIC ADVOCACY & BOARD LEADERSHIP

2026 Fellow	AMERICA WALKS WALKING COLLEGE Selected for national leadership development program focused on walkability, grassroots advocacy, and equitable access to safe public spaces
2024 - Current	MACON AREA TRANSPORTATION STUDY - Citizens Advisory Committee Represent bicycle and pedestrian priorities in regional transportation planning and public policy discussions
2022 - Current	REIMAGINING THE CIVIC COMMONS - Committee Partner & Community Collaborator - Active committee participant supporting placemaking and equitable public space revitalization across Macon-Bibb County - Partner with committee leaders to design and deliver community-centered events, including neighborhood walks, bike rides, Public Spaces Week activations, and Streets for All Fest programming
2025 - Current	DOWNTOWN MACON COMMUNITY ASSOCIATION - Executive Committee, 2026 Chair Lead meetings and collaborate with NewTown Macon to support coordination among downtown businesses through the city's merchant association and neighborhood network.
2024 - Current	BRAGG JAM - Board Secretary - Develop board meeting agendas in partnership with the executive committee - Maintain board minutes, governance records, and bylaw updates - Support board communication, documentation, and organizational continuity - Lead multiple sub-committees for community programming - Mystery Shows and Soul Spots

CERTIFICATIONS, & PROFESSIONAL DEVELOPMENT

- League Cycling Instructor (LCI), 2022
- America Walks Walking College Fellow, 2026
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CORE COMPETENCIES

Organizational Leadership • Strategic Partnerships • Public Engagement • Coalition Building • Fundraising & Sponsorship Development • Event Operations • Community Partnerships • Social Media and Online Communications • Executive Leadership • Board Relations • Grant Management • Budget Oversight • Staff Supervision • Advocacy • Volunteer Management • Active Transportation

PROFESSIONAL REFERENCES

Rachel Umana

Placemaking Planner III, Montgomery County Planning

rachel.e.hollar@gmail.com

478-335-1236

Emily Hopkins

Executive Director, Historic Macon Foundation

ehopkins@historicmacon.org

864-934-3389

Kaitlynn Kressin

Owner, Fall Line Brewing Company

kaitlynn.kressin@gmail.com

478-954-5540

Olivia Walters

President, Bragg Jam

president@braggjam.org

615-779-6977

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Kaylee Pruitt, Bike Walk Macon Executive Director

2. Name of the subject of this Certificate, if different from the applicant:

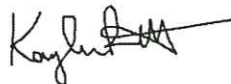
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☒ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Kaylee Pruitt,



Print and Sign Name

Sworn to and subscribed before me this
21st day of May, 2026.

Sheila F. Griggs
Notary Public





LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE BUDGET TRANSFERS, IN A TOTAL AMOUNT OF \$313,910.00, AS PROVIDED HEREIN, TO FUND PURCHASES FOR THE I.T., AVIATION, SOLID WASTE, AND GRANTS DEPARTMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted Ordinance O-25-0022, establishing the FY26 budget, said ordinance to become effective on July 1, 2025; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission hereby approves budget transfers, in a total amount of \$313,910.00, as provided in the Budget Amendment form attached hereto and incorporated herein as Exhibit A, for the purpose of funding the departmental expenses provided for therein.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this

Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\ORD MACON-BIBB\2026 Miller Authorizing Transfer Of \$313,910.00 For IT, Airport, Solid Waste And Grants
5-27-26.Docx*

EXHIBIT A

Macon-Bibb County

July 1, 2025 to June 30, 2026

Budget Amendment

Amendment Number:

Supplemental

Department

Date of Request:

5/27/2026

Department:

Various

Administrative

X

(check a box)

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Machinery & Equipment	310.1535.542100	58,000.00
Advertising	550.7565.523300	55,000.00
Repairs & Maint Vehicle Outside/Contract	541.4530.522200.004	50,000.00
Contract Labor	550.7561.523850.001	90,000.00
Contingencies	252.0404.579000	60,910.00
	Total	<u>313,910.00</u>

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>	
Vehicles	310.1535.542200	58,000.00	Information Technology
Professional Services Other	550.7565.521200.028	55,000.00	Airport
Other Services Landfill Tipping Fees	541.4530.523900.002	50,000.00	Solid Waste
Machinery & Equipment	550.7561.542000	90,000.00	Airport
Contract Labor Contractual Services	252.0404.523850.001	60,910.00	Grants
	Total	<u>313,910.00</u>	

Reason for Transfer-

Transfer budget to cover Vehicle Purchase, landfill fees, Linear Park improvement, and digital services & equipment for Airport.

Approvals:

InitialsDate

Department Head Initials/Date

2026

Budget Officer Initials/Date

2026

County Manager Initials/Date

2026

Finance Complete Transfer

Initials/Date

2026

Notes to file:



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE TRANSFERS AND APPROPRIATIONS OF 2018 SPLOST FUNDS TO FUND RECREATION, COURTHOUSE, AND ROAD PROJECTS AS PROVIDED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, 2018 SPLOST Revenues were collected by Macon-Bibb County through September 31, 2025, pursuant to O.C.G.A. § 48-8-112(b)(3); and

WHEREAS, Macon-Bibb County is currently in the process of completing the projects that were anticipated to be funded by 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the transfer and appropriation of funds from line items described herein to the projects described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the transfer and appropriation of 2018 SPLOST Revenues as follows:

1. All the remaining funding previously appropriated to Recreation – Booker T. Center – Contingency, in the amount of approximately \$217,000.00, to Recreation - Booker T. Center – Property to address pressing needs identified by the Parks and Recreation Department;
2. All the remaining funding previously appropriated to Judicial – Courthouse – Contingency, in the amount of approximately \$9,676,000.00, to Judicial – Courthouse – Property for the completion of the ongoing Courthouse upgrades; and
3. \$200,000.00 in funding previously appropriated to Road Work – Other – Old Clinton Road Sidewalks to Road Work – Other – Property for the completion of road projects.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences,

clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION IN SUPPORT OF AND AUTHORIZING NEWTOWN MACON, INC. TO APPLY FOR FUNDS FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES RECREATIONAL TRAILS PROGRAM FOR THE EXPANSION OF THE OCMULGEE HERITAGE TRAIL TO ALLOW FOR SAFE PEDESTRIAN CROSSING OVER RAILROAD PROPERTY AND CONNECTION TO A PEDESTRIAN BRIDGE OVER THE OCMULGEE RIVER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, NewTown Macon, Inc., (“NewTown”) is a 501(c)3 nonprofit working to revitalize downtown Macon through the investment of time, resources, and funding in local individuals, businesses, and civic organizations; and

WHEREAS, Macon-Bibb County recognizes the essential role our community partners, including NewTown, play in developing tourism and local culture that is accessible to all Macon residents; and

WHEREAS, a key component of developing Macon as a destination and community with an emphasis on preserving and showcasing the rich historic, cultural, and environmental local resources is the development of the Ocmulgee Heritage Trail; and

WHEREAS, NewTown, through its Ocmulgee Heritage Trail Committee, desires to apply for grant funding from the Georgia Department of Natural Resources Recreational Trails Program (“RTP”), in the amount of \$165,000.00, and has identified and designated \$45,000.00 in funding to provide for the required match; and

WHEREAS, if awarded, the RTP funds will be used to expand and connect the Ocmulgee Heritage Trail System near Riverside Cemetery to allow for safe pedestrian crossing over railroad property to connect with a future pedestrian bridge over the Ocmulgee River; and

WHEREAS, the Macon-Bibb County Commission desires to support NewTown in its endeavor to expand the Ocmulgee Heritage Trail, an action that will make Amerson River Park, downtown Macon, and the Ocmulgee Mounds National Historic Park even more accessible to pedestrians and bicyclists, and expand safe pedestrian facilities for both recreation and transportation; and

WHEREAS, the Macon-Bibb County government is willing and able to provide necessary support to NewTown in the execution of the Ocmulgee Heritage Trail expansion to connect the Riverside Cemetery portion of the trail with a future pedestrian bridge over the Ocmulgee River; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that NewTown Macon, Inc., by and through their Ocmulgee Heritage Trail Committee, is authorized to apply for Georgia Department of Natural Resources Recreational Trail Program grant funds, with the required match to come from NewTown's Ocmulgee Heritage Trail Construction fund, and to design, execute, and complete the connection of the Riverside Cemetery section of the trail with a future pedestrian bridge over the Ocmulgee River, with necessary support from the Macon-Bibb County Government.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

J:\RES MACON-BIBB\2026 Miller Authorizing NewTown to Apply for RTP for OHT - \$165,000.00 - 5-26-26.docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GDOT AIRPORT AID GRANT, IN THE AMOUNT OF UP TO \$2,845,277.03, FOR THE PURPOSE OF FUNDING A PORTION OF THE RUNWAY 5-23 PAVING AND LIGHTING PROJECT, WITH A LOCAL MATCH OF UP TO \$948,425.68 TO BE PAID FROM PREVIOUSLY APPROPRIATED FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Department of Transportation has awarded Macon-Bibb County an Airport Aid grant, in the amount of up to \$2,845,277.03, with a local match of up to \$948,425.68 to be paid from funds appropriated by Ordinance O-25-0045; and

WHEREAS, Macon-Bibb County will utilize the funds for the purpose of funding a portion of Phase II of the Runway 5-23 extension project;

WHEREAS, a copy of the grant agreement is attached hereto and incorporated herein as Exhibit A for review and reference purposes; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the aforementioned purpose; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the acceptance of GDOT Airport Aid funding, in the amount of up to \$2,845,277.03, for the purpose of funding a portion of the Runway 5-23 lighting and paving project, with a local match in the amount up to \$948,425.68 to be paid from funds appropriated by Ordinance O-25-0045.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2026 Miller Accepting FAA Airport Infrastructure Grant (AIG 39) for Runway 5-23 -
\$2,618,518.00 - 4-15-2026.docx*

EXHIBIT A

Revised May 11, 2026

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP026-9000-54(021)
PID - T009030

BIBB

****LIMITED PARTICIPATION****

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

EXTEND RUNWAY 5-23, PAVING AND LIGHTING AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T009030/AP026-9000-54(021) BIBB prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:
The total estimated cost of the Project is THREE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED TWO and 71/100 Dollars (\$3,793,702.71). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN and 03/100 Dollars (\$2,845,277.03). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.2) Airport Infrastructure Grant (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN and 03/100 Dollars (\$2,845,277.03) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN and 03/100 Dollars (\$2,845,277.03) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of NINE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-FIVE and 68/100 Dollars (\$948,425.68).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet

dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330

when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000

per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the

DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 20, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto

unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and
affixed their seals.

GEORGIA DEPARTMENT OF TRANSPORTATION:

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT:

DATE: _____

DATE: _____

COMMISSIONER

MAYOR

ATTEST: _____
Treasurer

PRINTED NAME

This Contract approved by

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

**MIDDLE GEORGIA REGIONAL AIRPORT
MACON, GEORGIA**

**EXHIBIT A
SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION**

**GDOT PROJECT NUMBER: AP026-9000-54(021) BIBB
PID-T009030**

EXTEND RUNWAY 5-23, PAVING AND LIGHTING

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
PART I STATE FUNDS AFY25										02181
1A	FAA	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$1,345,277.03 OR 75%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$1,793,702.71 FOR AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EACH	1,793,702.71	\$1.00	\$1,793,702.71	0%	\$0.00	75%	\$1,345,277.03
		TOTAL PART I STATE FUNDS AFY25				\$1,793,702.71		\$0.00		\$1,345,277.03
PART II STATE FUNDS FY26										01270
1B	FAA	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$1,500,000.00 OR 75%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$2,000,000.00 FOR AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EACH	2,000,000.00	\$1.00	\$2,000,000.00	0%	\$0.00	75%	\$1,500,000.00
		TOTAL PART II STATE FUNDS FY26				\$2,000,000.00		\$0.00		\$1,500,000.00
		TOTAL PROJECT COST				\$3,793,702.71		\$0.00		\$2,845,277.03

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
State AFY25	N/A	\$1,345,277.03	02181	AVIA
State FY26	N/A	<u>\$1,500,000.00</u>	01270	AVIA
Total Maximum Obligation of State Funds this Contract:		\$2,845,277.03		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT whose address is 700 POPLAR STREET, MACON, GA 31201, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date _____

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Solicitation/Contract No./ Call No. or Project Description:	T009030/AP026-9000-54(021) Bibb Extend Runway 5-23, Paving and Lighting at the Middle Georgia Regional Airport in Macon, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

741651

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/3/2014

Date of Authorization

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED
GOVERNMENT

Name of Contractor

**I hereby declare under penalty of perjury that the
foregoing is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D-1

EXHIBIT D**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII. cc. Build America, Buy America Act, P.L. 117-58, Title IX. dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and

assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved

by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft,

sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

EXHIBIT F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

**THIS CERTIFICATION REGARDING LOBBYING
DOES NOT APPLY TO THIS CONTRACT.**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

SIGNATURE:

DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

MAY 14, 2026

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T009030/AP026-9000-54(021) BIBB
EXTEND RUNWAY 5-23, PAVING AND LIGHTING AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN
MACON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

**ATTACHMENT 2
SPECIAL CONDITIONS**

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GDOT AIRPORT AID GRANT, IN THE AMOUNT OF UP TO \$2,850,000.00, FOR THE PURPOSE OF FUNDING PHASE I OF THE TAXIWAY E PROJECT AT THE MIDDLE GEORGIA REGIONAL AIRPORT, WITH A LOCAL MATCH OF UP TO \$950,000.00 TO BE PAID FROM PREVIOUSLY APPROPRIATED FY 23/24 CIP FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Department of Transportation has awarded Macon-Bibb County an Airport Aid grant, in the amount of up to \$2,850,000.00, with a local match of up to \$950,000.00 to be paid from FY 23/24 CIP funds; and

WHEREAS, Macon-Bibb County will utilize the funds for the purpose of funding Phase I of the Taxiway E project;

WHEREAS, a copy of the grant agreement is attached hereto and incorporated herein as Exhibit A for review and reference purposes; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the aforementioned purpose; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the acceptance of GDOT Airport Aid funding, in the amount of up to \$2,850,000.00, for the purpose of funding Phase I of the Taxiway E project, with a local match in the amount up to \$950,000.00 to be paid from previously appropriated FY 23/24 CIP funds (550.7563.541400).

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting GDOT Airport Aid Grant for Taxiway E Project \$2,850,000.00 5-29-2026.docx

EXHIBIT A

Revised May 11, 2026

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP026-9000-55(021)
PID - T009518

BIBB

****LIMITED PARTICIPATION****

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

CONSTRUCT TAXIWAY E, PHASE I AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T009518/AP026-9000-55(021) BIBB prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:
The total estimated cost of the Project is THREE MILLION EIGHT HUNDRED THOUSAND and 00/100 Dollars (\$3,800,000.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO MILLION EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,850,000.00). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.2) Airport Infrastructure Grant (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,850,000.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is TWO MILLION EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$2,850,000.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of NINE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$950,000.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the

"STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g.,

subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile

Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for

such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 20, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 et seq., and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized,

in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and
affixed their seals.

GEORGIA DEPARTMENT OF TRANSPORTATION:

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT:

DATE: _____

DATE: _____

COMMISSIONER

MAYOR

ATTEST: _____
Treasurer

PRINTED NAME

This Contract approved by

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT

at a meeting held at:

DATE: _____

CLERK

(SEAL)

Federal ID/IRS #

**MIDDLE GEORGIA REGIONAL AIRPORT
MACON, GEORGIA**

**EXHIBIT A
SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION**

**GDOT PROJECT NUMBER: AP026-9000-55(021) BIBB
PID-T009518**

CONSTRUCT TAXIWAY E, PHASE I

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
PART I STATE FUNDS FY26										01270
1	FAA	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$2,850,000.00 OR 75%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$3,800,000.00 FOR AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EACH	3,800,000.00	\$1.00	\$3,800,000.00	0%	\$0.00	75%	\$2,850,000.00
TOTAL PART I STATE FUNDS FY26						\$3,800,000.00		\$0.00		\$2,850,000.00
TOTAL PROJECT COST						\$3,800,000.00		\$0.00		\$2,850,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
State FY26	N/A	<u>\$2,850,000.00</u>	01270	AVIA
Total Maximum Obligation of State Funds this Contract:		\$2,850,000.00		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT whose address is 700 POPLAR STREET, MACON, GA 31201, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date _____

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Solicitation/Contract No./ Call No. or Project Description:	T009518/AP026-9000-55(021) Bibb Construct Taxiway E, Phase I at the Middle Georgia Regional Airport in Macon, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

741651

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/3/2014

Date of Authorization

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED
GOVERNMENT

Name of Contractor

**I hereby declare under penalty of perjury that the
foregoing is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D-1

EXHIBIT D**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII. cc. Build America, Buy America Act, P.L. 117-58, Title IX. dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and

assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved

by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft,

sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

EXHIBIT F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

EXHIBIT F

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

**THIS CERTIFICATION REGARDING LOBBYING
DOES NOT APPLY TO THIS CONTRACT.**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

SIGNATURE:

DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

MAY 14, 2026

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T009518/AP026-9000-55(021) BIBB
CONSTRUCT TAXIWAY E, PHASE I AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
-------------	--------------------------

109-1-01-SP	Measurement and Payment
-------------	-------------------------

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

**ATTACHMENT 2
SPECIAL CONDITIONS**

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE AND ADOPT AN UPDATED MACON-BIBB COUNTY SOLID WASTE AND MATERIALS MANAGEMENT PLAN; TO END THE TEMPORARY MORATORIUM ON THE PLACEMENT OR BUILDING OF NEW SOLID WASTE HANDLING FACILITIES; TO AMEND SECTION 22-3 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES RESTRICTING THE SITING OF OR EXPANSION OF SOLID WASTE HANDLING FACILITIES IN CERTAIN LOCATIONS AND REQUESTING THE PLANNING AND ZONING COMMISSION TO ADOPT THE SAME; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by Ordinance O-23-0050, the Macon-Bibb County Commission approved the initiation of the process to revise the then-current version of the Macon-Bibb County Solid Waste and Materials Management Plan (“the Plan”) and placed a temporary moratorium on the placement and building of new solid waste handling facilities until a new version of the Plan was approved; and

WHEREAS, accordingly, Macon-Bibb County contracted with NewGen Strategies and Solutions, LLC to assist the County with drafting an updated version of the Plan; and

WHEREAS, the County has finalized an updated version of the Plan, attached hereto and incorporated herein as Exhibit A, to guide the County’s solid waste efforts through calendar year 2035; and

WHEREAS, the Macon-Bibb County Commission desires to approve and adopt the updated Plan as provided in Exhibit A; and

WHEREAS, consistent with the intent of O-23-0050, the Macon-Bibb County Commission desires to lift the temporary moratorium on the placement and building of solid waste handling facilities, provided that the siting of or expansion of solid waste handling facilities within

Macon-Bibb County after the effective date of this Ordinance must be in compliance with the Plan approved and adopted by this Ordinance; and

WHEREAS, upon the effective date of this Ordinance, the Macon-Bibb County Commission will require that any applications for the siting of or expansion of solid waste handling facilities that were not received by the County prior to September 19, 2023, in accordance the provisions of the previous Plan, be in submitted to the County in compliance with the Plan approved and adopted by this Ordinance; and

WHEREAS, the Macon-Bibb County Commission desires to amend Section 22-3 of the Macon-Bibb County Code of Ordinances to restrict the siting of new and expansion of existing solid waste handling facilities within one mile of any residential zoning districts, school, recreational area, or place of worship, in accordance with the Plan; and

WHEREAS, the Macon-Bibb County Commission also requests that the Macon-Bibb County Planning and Zoning Commission amend the Comprehensive Land Development Resolution to restrict the siting of new and expansion of solid waste handling facilities within one mile of any residential zoning districts, school, recreational area, or place of worship, in accordance with the Plan; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance and the actions contemplated herein are necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission hereby approves and adopts the Macon-Bibb County Solid Waste and Materials Management Plan for 2024-2035, as provided in Exhibit A.

Section 2.

The Macon-Bibb County Commission hereby lifts the temporary moratorium on the placement or building of new solid waste handling facilities effectuated by Ordinance O-23-0050. Accordingly, any proposals for the siting of or expansion of solid waste handling facilities not received by Macon-Bibb County prior to September 19, 2023, must proceed in compliance with the Macon-Bibb County Solid Waste and Materials Management Plan for 2024-2035, approved and adopted hereby.

Section 3.

Section 22-3 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 22 – SOLID WASTE MANAGEMENT

Article I – IN GENERAL

Section 22-3. – Siting of or Expansion of Solid Waste Handling Facilities.

- (a) The siting of or expansion of any solid waste handling facility, as such is defined by O.C.G.A. § 12-8-22, as amended from time to time, within Macon-Bibb County must be performed in compliance with the Macon-Bibb County Solid Waste and Materials Management Plan. In reviewing whether such siting or expansion is in compliance with the Macon-Bibb County Solid Waste and Materials Management Plan, Macon-Bibb County will consider the version of the Macon-Bibb County Solid Waste and Materials Management Plan in effect at the time the entity seeking to site or expand such a facility submits an application to Macon-Bibb County requesting approval of plan compliance.
- (b) No new solid waste handling facility may be sited or existing solid waste handling facility's physical footprint expanded in any location that is within one mile of any residential zoning district, school, recreational area, or place of worship.
- (c) The requirements of this Section shall not apply to solid waste handling facilities sited or expanded by the United States of America, the State of Georgia, or Macon-Bibb County.

Section 4.

The Macon-Bibb County Commission hereby requests the Macon-Bibb County Planning and Zoning Commission to amend the Comprehensive Land Development Resolution to prohibit the siting of a new solid waste handling facility in or the expansion of an existing solid waste handling facility into any location that is within one mile of any residential zoning district, school, recreational area, or place of worship and directs the Clerk of Commission to send a copy of this Ordinance to the Macon-Bibb County Planning and Zoning Commission in furtherance thereof.

Section 5.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 7.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 8.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

Section 9.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 10.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 11.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 12.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Adopting SWMP And Ending Moratorium 5-26-26.Docx

EXHIBIT A



2025 - 2035



Macon-Bibb County, GA

SOLID WASTE AND MATERIALS MANAGEMENT PLAN UPDATE

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1 INTRODUCTION

1.1 ABOUT MACON-BIBB COUNTY

Macon-Bibb County covers 255.1 square miles in central Georgia (see Figure 1-1). Three interstates and several state and federal highways pass through the County, making it a transportation hub in the State.



Figure 1-1 Location of Macon-Bibb County

According to the U.S. Census, Macon-Bibb County had an estimated population of 156,512 in 2023 living in 59,480 households.¹ Because the US Census estimates a population decline of 0.5% between 2020 and July 1, 2023, population projections for the ten-year planning period indicates slow growth through 2032 and a slight decline in population beginning in 2033. Table 1-1 shows the projected population for each year of the ten-year planning period (2025 – 2035) addressed in this Solid Waste and Materials Management Plan.

The City of Macon and Bibb County consolidated to form a single government, Macon-Bibb County, effective January 1, 2014. The consolidated government passed a code of ordinances, elected a single County Commission, and created joint Departments, including the Solid Waste Department which has primary oversight for this Solid Waste and Materials Management Plan.

¹ <https://www.census.gov/quickfacts/fact/table/maconbibbcountygeorgia/PST045219>

Table 1-1
Projected Population of Macon-Bibb County, 2024-2035

Year	Population ¹
2024	156,490
2025	156,611
2026	156,713
2027	156,791
2028	156,843
2029	156,874
2030	156,884
2031	156,873
2032	156,836
2033	156,777
2034	156,692
2035	156,580

1. Woods and Poole Economics, INC 2023

A total of approximately 95,200 people were employed in Bibb County in January 2024, according to the Bureau of Labor Statistics, with approximately 35% of these employees in three sectors: office and administrative support (15.8%); transportation and material moving (9.6%); and food preparation and serving related (9.2%).²

1.1.1 The Solid Waste and Materials Management Plan

In 2011, Senate Bill 157 eliminated state review and approval of local solid waste management plans although local governments are still required to be part of a plan. Local governments solid waste management plans must 1) demonstrate ten years of collection capability and disposal capacity, 2) describe the type and size of solid waste handling facilities located within the jurisdiction, and 3) identify sites which are unsuitable for solid waste handling facilities based on environmental and land use factors.³

The Macon-Bibb County Solid Waste and Materials Management Plan (Plan) complies with the state requirements, identifies the County's goals regarding solid waste for the next ten years, and defines a roadmap to achieve these goals. Section 2 describes the current recycling and solid waste management system in place in the County. Section 3 identifies goals and strategies to reduce solid waste disposed, minimize the environmental impact of solid waste management, equitably distribute costs, and maximize the economic benefits of solid waste and materials management. Finally, Section 4 contains an implementation strategy that identifies the steps that the County Commission, the Solid Waste Department, and others will take over the next ten years to achieve these goals.

² https://www.bls.gov/eag/eag_ga_macon_msa.htm; https://www.bls.gov/regions/southeast/news-release/occupationalemploymentandwages_macon.htm

³ <https://www.dca.ga.gov/local-government-assistance/planning/local-planning/solid-waste-management-recycling-assistance>

2 SOLID WASTE MANAGEMENT IN MACON-BIBB COUNTY TODAY

2.1 AMOUNT AND TYPE OF MUNICIPAL SOLID WASTE FROM MACON-BIBB COUNTY

2.1.1 Amount of Solid Waste Disposed

Municipal solid waste (MSW) landfills in Georgia are required to report the amount and origin of solid waste that they receive to the Georgia Environmental Protection Division (EPD). Four MSW landfills in Georgia reported that they received a total of 225,737 tons of solid waste that originated in Macon-Bibb County in calendar year 2023. As shown in Figure 2-1 and Table 2-1, nearly half of this, or 102,302 tons, was disposed at Wolf Creek Landfill, a privately owned landfill located in Twiggs County. Nearly all the remaining half of this, or 99,267 tons, were disposed at the Houston County Landfill.⁴ Note that the County's own Macon-Bibb County Landfill was closed to the public in 2023.

Not all the solid waste disposed of at MSW landfills meets the definition of MSW in state law and the County code. According to a 2005 statewide survey,⁵ an estimated two-thirds of the solid waste received at MSW landfills in Georgia met this definition of MSW while the remainder was identified as industrial waste (14%), construction and demolition debris (12.3%) and sludge/biosolids (7%). As reflected in Figure 2-1 and Table 2-1, the EPD reports show tonnage data by material type originated in the County, including MSW (79%), construction and demolition debris (C&D) (8%), High Moisture Content Waste (HMCW) (4%), and industrial waste (9%).

Municipal solid waste is defined as any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations. Section 22-2, Macon-Bibb County Code

⁴ Disposal tonnage data collected by EPD relies on reports from landfills that in turn rely on haulers to accurately report the origin of the solid waste being delivered. Despite the inherent inaccuracy of these data, they are the most accurate data about the amount of solid waste disposed in MSW landfills from Macon-Bibb County.

⁵ Georgia Statewide Waste Characterization Study, prepared for the Georgia Department of Community Affairs by R.W. Beck, Inc., June 2005

Solid Waste Management in Macon-Bibb County Today

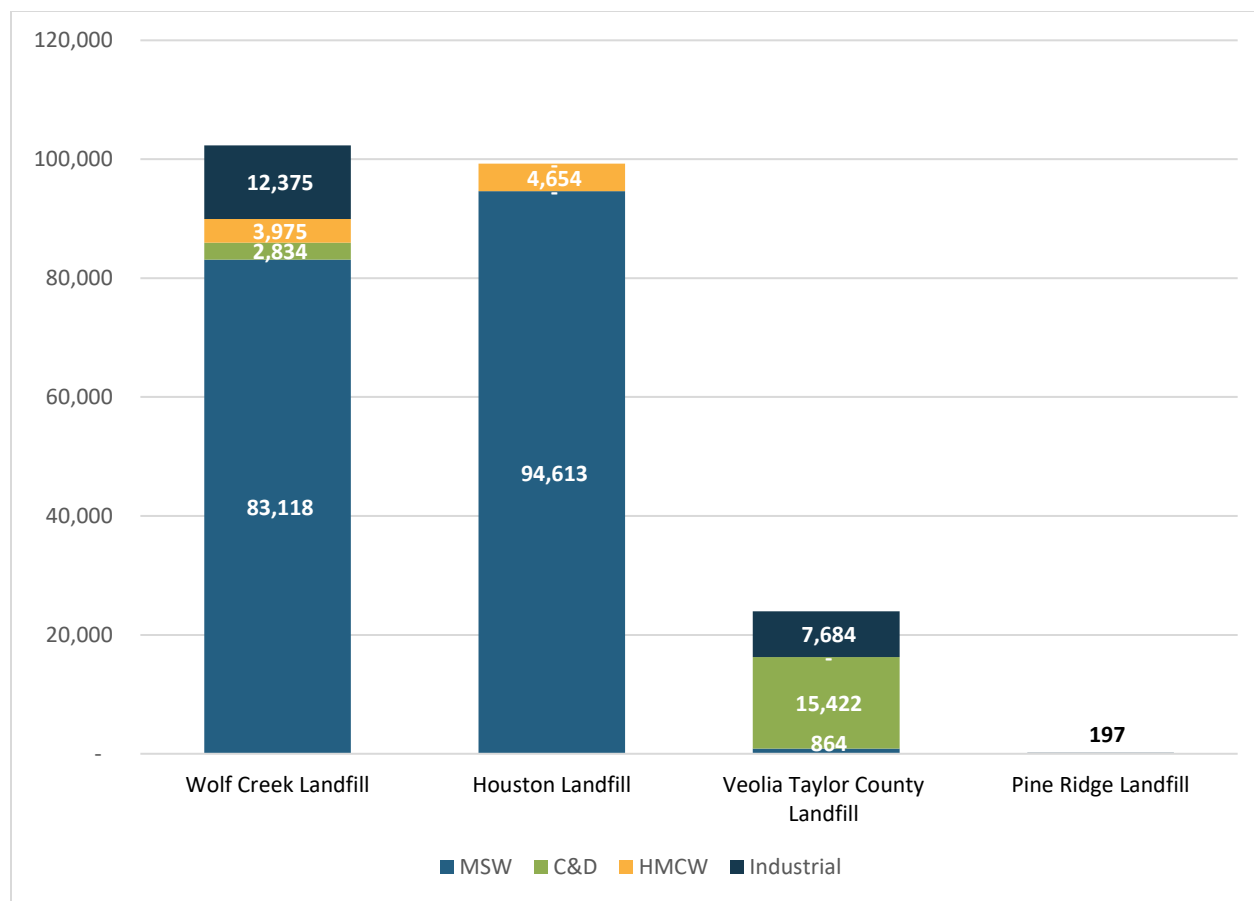


Figure 2-1
Reported Tons of Solid Waste Received at MSW Landfills from Macon-Bibb County, 2023

Table 2-1
Solid Waste Facility Tonnage by Material Type, 2023

	Wolf Creek Landfill	Houston County Landfill	Veolia ES Taylor County Landfill	Pine Ridge Landfill
MSW	83,118	94,613	864	-
C&D	2,834	-	15,422	-
HMCW	3,975	4,654	-	-
Industrial	12,375	-	7,684	197

According to tonnage reported by the County's contracted collector, approximately 40,000 tons of MSW was collected from residents in Macon-Bibb County, most of which is delivered by the collector to the Houston County Landfill. This is equal to about 23% of the estimated 178,596 tons of MSW from Macon-Bibb County reported to EPD. The remaining roughly 138,000 estimated tons is assumed to have originated from commercial (including multi-family) and institutional sources.

2.1.2 Solid Waste Projections

For planning purposes, the baseline projections for future disposal assume that the per capita disposal rate remains the same throughout the ten-year planning period. Thus, the total estimated MSW disposed increases with population increases. Table 2-2 shows the projected amount of total solid waste that is estimated to be disposed from Macon-Bibb County in MSW landfills and the projected amount of MSW (by definition) that is estimated to be disposed, assuming that the 2023 rates of 7.9 and 6.25 pounds per person per day, respectively, do not change. Based on this assumption alone, a projected 225,705 tons of solid waste is estimated to be disposed at MSW landfills in 2024 and up to 225,835 tons will be disposed of in 2035. From those projections, a projected 178,571 tons in 2024 and 178,673 tons in 2035 would meet the definition of MSW. These tonnages are used as the baseline assumption for evaluating the impact of management strategies in this Plan.

Table 2-2
Projections for Solid Waste and MSW Received at MSW Landfills, 2024-2035

Year	Population ¹	Tons Disposed in MSW Landfills	Tons of MSW as Defined
2024	156,490	225,705	178,571
2025	156,611	225,879	178,709
2026	156,713	226,027	178,825
2027	156,791	226,139	178,914
2028	156,843	226,214	178,973
2029	156,874	226,259	179,009
2030	156,884	226,273	179,020
2031	156,873	226,257	179,008
2032	156,836	226,204	178,965
2033	156,777	226,119	178,898
2034	156,692	225,996	178,801
2035	156,580	225,835	178,673

1. Woods and Poole Economics, INC 2023

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3 COUNTY FUNDED SOLID WASTE PROGRAMS

3.1 COUNTY CONVENIENCE CENTERS

The County currently operates three convenience centers where Macon-Bibb County residents can dispose of certain solid waste materials at no cost: 1010 11th Street, 4214 Fulton Mill Road, and 1520 Ninadel Drive. These locations are shown on the map in Figure 3-1. The 11th Street location is open Monday to Sunday from 8:30 a.m. to 4:00 p.m.; the Fulton Mill Road location is open Thursday through Sunday from 8:30 a.m. until 4:00 p.m.; and the Ninadel Dr location is open Saturday and Sunday 8:30 a.m. to 2:00 p.m. Residents can bring bagged household garbage, furniture, tires, yard debris, building material, recycling, and scrap metal to all the centers. The 11th street location also accepts concrete, batteries, and paint. Table 3-1 summarizes materials collected through these centers from April 2023 through April 2024.

Table 3-1
Materials Collected through Macon-Bibb County Programs

Program	April 2023 to April 2024
Convenience Center - Solid Waste	7,198 tons
Convenience Center - Recycling	187 tons
Christmas Trees	161 trees

County departments, such as Solid Waste, Public Works, and Parks and Beautification, work with partner organizations to prevent and address illegal dumping in Macon-Bibb County. Together, these organizations support regularly scheduled neighborhood clean-up events by providing trash bags, safety vests, and gloves and by placing and picking up a dumpster for disposal of collected materials at these events.

Residents are encouraged to report illegal dumps and piles of debris through the SeeClickFix program or by contacting the County's customer service line. In 2023, 230 reports of illegal dumping were submitted to the County through the SeeClickFix reporting system.

The County also performs garbage cart deliveries and repairs that are reported through SeeClickFix, with 107 requests for repair and 475 requests for garbage cart replacement in 2023. In 2023, 1,124 new garbage cart requests and 908 recycling cart requests were made.

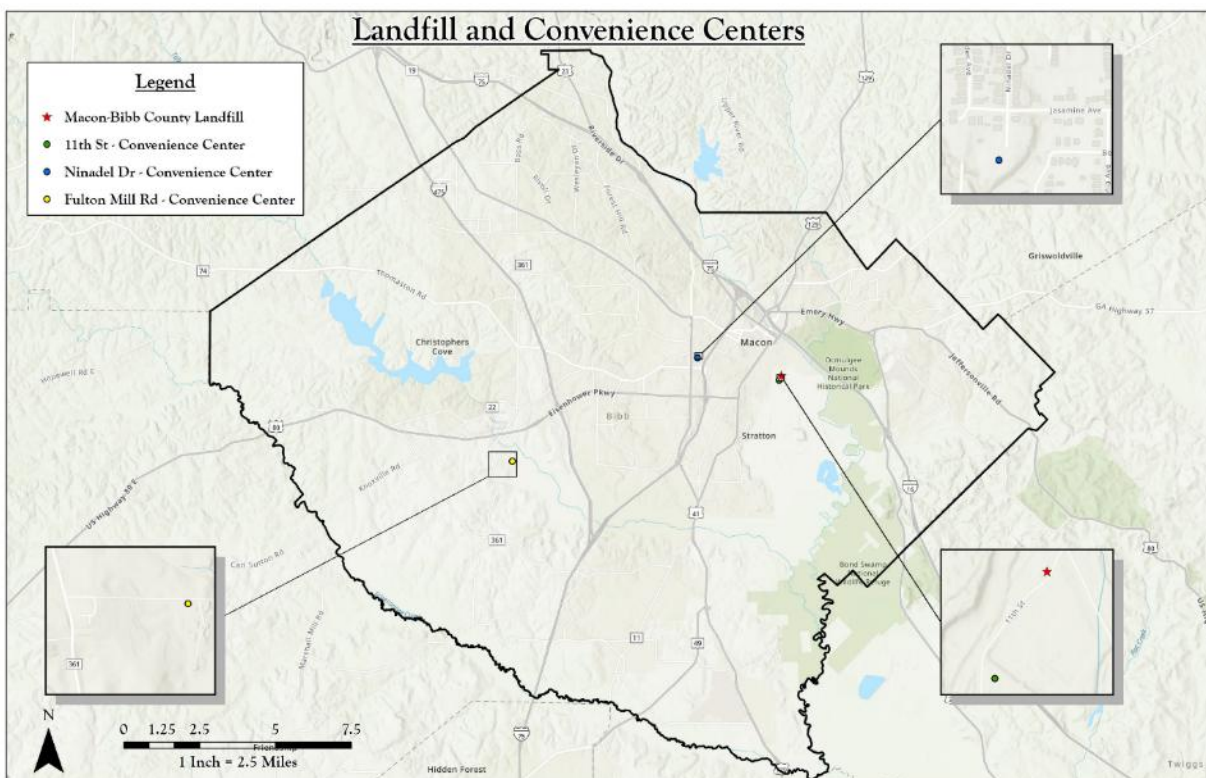


Figure 3-1
Location of County Drop-Off Centers and Landfill

3.2 COLLECTION

The County contracts for solid waste collection from all residential properties with four or fewer units. For the most part, businesses and institutions contract with an authorized commercial solid waste franchisees of their choosing directly for solid waste collection. These arrangements are described in more detail below.

3.2.1 Residential Collection

The County's contract with Ryland Environmental, Inc. (Ryland) as the county-wide hauler for residential solid waste, recycling, bulk waste, and yard debris collection began in January 2022. Ryland is contracted to collect Monday through Friday from approximately 47,092 households. Pursuant to the contract, solid waste is collected from residences weekly, while recycling, bulk waste, and yard debris are collected biweekly. Each residence is provided a 96-gallon red roll-cart for garbage and is instructed to place yard trimmings in bags. Yard debris is collected separately and is stored until it is collected by a third party for grinding and mulching. Ryland does not own any solid waste facilities in the area (i.e., landfills, material recovery facilities, composting sites, transfer stations).⁶

Recyclables are collected in a blue cart. Recycling collection is voluntary, and the maximum contracted participation is 15,000 households. Items eligible for recycling include cardboard, food boxes, paper, beverage cans, food cans, plastic jars, milk and juice jugs, plastic bottles, and caps. Glass is not included

⁶ Per Ryland Environmental, June 2024.

in the curbside recycling program. Collected recyclables are transported to a facility owned by Synergy Solutions located at 155 Landfill Road, Cordele, Georgia. Recyclables are sorted and cleaned at this facility.⁷ Since recyclables, bulk waste, and yard debris are collected biweekly, collection for recyclables alternates weeks with yard waste and bulk waste. For bulk waste, households are authorized to dispose of two items per collection period. Construction waste is not eligible for bulk waste collection.

Ryland delivers collected solid waste to the landfill of its choice. The current contractor delivers the majority of residential MSW collected in the County to the Houston County Landfill in Houston County. The current contract for collection services, which is included as Appendix A, expires on December 31, 2029.

The County bills all households quarterly for this contracted solid waste collection service. Residents are charged \$60 per quarter through the County Tax Commissioner's Office, and pay either online, via mail, or in-person. The quarterly fee is considered a component of the property tax which allows the County to place a lien on property for non-payment. Table 3-2 summarizes the collection programs offered to residents in Macon- Bibb County through its contracted hauler.

Table 3-2
Summary of Residential Curbside Collection Programs¹

Residential Collection Service	Tonnage	Frequency
Solid Waste	39,687	Weekly
Recycling	2,641	Bi-weekly
Yard Debris	5,380	Weekly
Bulk	3,918	Bi-weekly

1. Data provided by Ryland Environmental, Inc.

3.2.2 Commercial Collection

Most businesses and institutions in the County, including multi-family properties with more than four units, arrange for collection and disposal independently with one of the franchised haulers operating in the County. In 2017, the Central Business District Solid Waste Collection and Disposal District was formed via ordinance, which was further refined in 2022 to require that "On or before March 31, 2023, each owner, occupant, tenant, or lessee of developed property located in the District shall enter into a written service contract for the disposal of solid waste with a commercial solid waste provider granted an active franchise from Macon-Bibb County..." Solid waste collection and disposal plans are required annually from entities in the District.

3.2.3 Addressing Illegal Disposal

Three County departments, Solid Waste, Public Works, and Parks and Beautification, work with strategic partner organizations to prevent and address illegal dumping in Macon-Bibb County. Residents are encouraged to report illegal dumps and piles of debris through the SeeClickFix program or by contacting the County's customer service line. In 2023, 230 reports related to illegal dumps were reported to Macon-Bibb County through the SeeClickFix reporting system. The Solid Waste, Public Works, and Parks and Beautification Department also work together to clean up reported illegal disposal sites.

⁷ <https://synergycrispcounty.com/services/>

3.3 DISPOSAL

The Macon-Walker Road landfill was closed to the public in 2023. The County's contracted residential collector does not own or operate any solid waste facilities in the County. As previously noted, the County's contracted hauler reported that most residential waste goes to Houston County Landfill with the remainder being transported to Wolf Creek Landfill.

Each local government is required to demonstrate ten years of disposal capacity in its Solid Waste Management Plan. Macon-Bibb County plans to continue to deliver its MSW to a landfill(s) outside of Bibb County, as is the current practice by the current County contracted residential collector and the other haulers operating in the County collecting solid waste from commercial entities.

Although the landfill(s) to be used over the ten-year planning period may change depending on strategies implemented, the four landfills known to currently be accepting material from Macon-Bibb County and are expected to continue accepting materials from the County in the near term have ample disposal capacity remaining. As shown in Table 3-3, more than ten years of disposal capacity is available at these facilities per each respective facility's Remaining Capacity Report provided to Georgia EPD.

Table 3-3
Remaining Capacity

	Date of Report to EPD	Years of Estimated Remaining Capacity	Estimated Year of Completion
Wolf Creek Landfill	12/6/2023	25.14	2049
Houston Landfill	6/30/2024	104.23	2128
Veolia ES Taylor County Landfill	6/28/2024	41.01	2065
Pine Ridge Landfill	12/8/2023	14.96	2038

3.3.1 Land Limitation

Local governments are required to identify the geographic areas within their borders where some or all types of solid waste handling facilities are excluded or restricted in its solid waste management plan. This Section addresses that requirement.

3.3.2 Factors that Exclude Siting of Solid Waste Handling Facilities

The following factors limit the siting of some or all types of solid waste handling facilities:

- **Proximity to airport runways.** Georgia DNR Rule 391-3-4-.05 (1)(c) states that new MSW landfill units or lateral expansions of existing units cannot be located within 10,000 feet of the end of an airport runway used by turbojet aircraft or within 5,000 feet of the end of an airport runway used by piston- type aircraft. Areas excluded due to proximity to airport runways are shown on Map 1 of Appendix B.
- **Local, state, and federal land.** Landfill development is prohibited on certain local, state, and federal land. The map of the areas in Macon-Bibb County covered by this exclusion are shown on Map 2 of Appendix B.
- **Wetlands.** Georgia DNR Rule 391-3-4-.05 (1)(e) prohibits the development of a solid waste handling facility in a wetland (as defined by the U.S. Corps of Engineers) unless evidence is provided to the Director of the Environmental Protection Division that use of such wetlands has been permitted or

otherwise authorized under all other applicable state and federal laws and rules. In addition, Section 31.08 of the Macon-Bibb County code specifically excludes the siting of a landfill in an area designated as a wetland. The area excluded by State and local law due to the presence of wetlands is indicated on Map 3 of Appendix B.

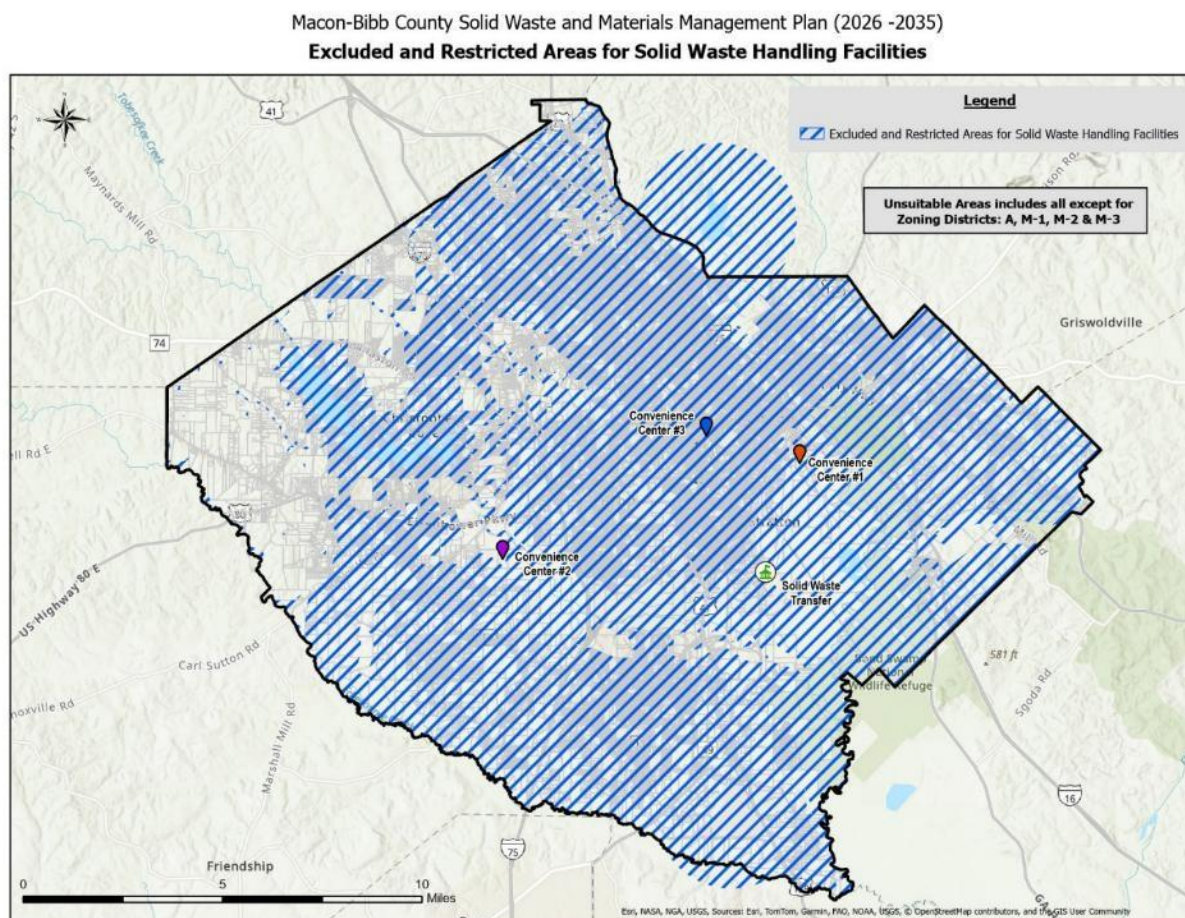
- **River Corridors.** DNR rules prohibit the development of a new landfill within a protected river corridor as does Section 22B.05 of the Macon-Bibb County code. The Ocmulgee River Corridor, in which landfills are excluded, is shown on Map 3 of Appendix B.
- **Floodplains.** Georgia DNR Rule 391-3-4-.05 (1)(d) states that a solid waste handling facility located in the 100-year floodplain must not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, or result in a washout of solid waste so as to pose a hazard to human health and the environment. As a result, generally, a solid waste handling facility should not be sited in a 100-year floodplain. These areas also are indicated in Map 3 of Appendix B.
- **Zoning.** Solid waste handling facilities are excluded from any area that is not zoned to allow, either as a permitted or conditional use, a solid waste facility of the type proposed. According to the Comprehensive Land Development Resolution of Macon-Bibb County, sanitary landfills are a permitted use in areas zoned as M-3 (heavy industrial) and are a conditional use in areas zones as M- 2 (heavy industrial) and A (agricultural). Map 4 in Appendix B indicates the areas in which a sanitary landfill is excluded by these zoning requirements.
- **Local land use.** Macon-Bibb County prohibits, by this Plan and in the accompanying Ordinance, the siting of solid waste handling facilities, other than ones owned by Macon-Bibb County, within one mile of any residential zoned district, school, recreational area, or place of worship.

3.3.3 Factors that Restrict Siting of Solid Waste Handling Facilities

Other factors restrict (but do not fully exclude) where solid waste handling facilities can be sited in Macon-Bibb County. They include the following:

- **Steep slopes and shallow rock.** Steep slopes and shallow rock make it a challenge to design and operate a solid waste facility in an environmentally sound way. Map 5 in Appendix B indicates where steep slopes would limit facility development in Macon-Bibb County.
- **Groundwater recharge areas.** Georgia DNR Rule 391-3-4-.05 (1)(i) requires that new landfills or landfill expansions that are located within two miles of the significant groundwater recharge area, shown on Map 6 in Appendix B, have liners and leachate collection systems. If the landfill accepts waste generated from outside the county in which it is located, it cannot be located within two miles of the groundwater recharge area.
- **Public water supplies.** Georgia DNR Rule 391-3-4-.05 (1)(k) requires that all landfills within two miles upgradient from public water supplies have liners and leachate collection systems. Map 7 in Appendix B shows the areas in Macon-Bibb County that fall within this limit.

Figure 3-2 shows all areas in Macon-Bibb County where solid waste handling facilities are excluded or restricted as a result of one or more of the factors described above. It should be noted that all land located within one mile of residential zoning districts, schools, recreational areas, or places of worship may not be shaded on this map. Thus, all unshaded areas may not be acceptable for all types of solid waste handling facilities.



3.4 PUBLIC EDUCATION AND OUTREACH

Section 22-1(b) of the Macon-Bibb Code of Ordinances states that it is “policy of Macon-Bibb County to educate and encourage generators and handlers of all solid waste to reduce and minimize to the greatest extent possible the amount of solid waste which requires collection, treatment, or disposal through source reduction, reuse, composting, recycling, and other methods...” This education is carried out by the County with the help of strategic partner organizations, which educate the citizens of Macon-Bibb County about waste reduction, recycling, litter prevention, and associated beautification topics. Some of key initiatives previously provided by one of the County’s strategic partners regarding solid waste and materials management are described below.

- **America Recycles Day Paper Shredding event.**
- **School education programs.**
- **Outreach through presentations to community organizations.**
- **Adopt-a-Spot program.**

Other County departments, agencies, and programs have public education and outreach efforts that are

related to solid waste and materials management. The County's SeeClickFix program allows residents to report issues online where they can be addressed by the appropriate department in a timely manner. Many of the reported issues are related to solid waste and recycling.

The Solid Waste Department also has one inspector that addresses litter, illegal dumping, and related issues. Although they have the authority to issue citations, much of their time is spent on educating violators about the laws and potential penalties associated with illegal dumping and encouraging them to clean up these sites.

The Macon-Bibb County Code Enforcement Department also assists in addressing solid waste problems throughout the County. For example, Code Enforcement has a program to identify and prosecute people who illegally dump solid waste on public or private property, utilizing cameras and other systems. They, along with the County Attorney's Office, also have established a nuisance abatement program to address the excessive accumulation of unusable items on private property. Finally, Code Enforcement has been instrumental in identifying and requiring the remediation or removal of blighted properties across the County.

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4 GOALS AND STRATEGIES

Section 22-1 of the Macon-Bibb County Code states that “The commission declares it to be the policy of the consolidated government in furtherance of its responsibility to protect the public health, safety, and wellbeing of its citizens and to protect and enhance the quality of its environment, to revise and update existing laws, and to institute and maintain a comprehensive jurisdiction-wide program for all solid waste management which will assure that the storage, transportation, collection, and disposal of solid waste does not adversely affect the health, safety, and wellbeing of the public and does not degrade the quality of the environment by their reason of location, design, method of operation or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste.”

Because the County takes these responsibilities seriously, the following goals and strategies aim to ensure the County has proper oversight mechanisms to responsibly manage all solid waste generated within the County. The following goals and strategies also consider the challenges and opportunities facing the solid waste industry as a whole and in the region, including the challenging economics of recycling and the opportunities for controlling the destiny of solid waste management in the County in a financially responsible manner.

4.1 WASTE REDUCTION AND RECYCLING

Section 22-1 of the Macon-Bibb County code states that “The Macon-Bibb County Commission declares it to be the policy of the consolidated government to the extent feasible and practical, make maximum utilization of the resources contained in solid waste.” This Section describes how Macon-Bibb County plans to accomplish this in the next ten years.

4.1.1 Goals

Waste Reduction and Recycling Goal #1

Assist in improving convenience and efficiencies to address rising costs.

Macon-Bibb County has established one main waste reduction and recycling goal for this planning period. The goal is to *assist in improving convenience and efficiencies where feasible to address the rising cost of waste reduction and recycling*. This goal can be accomplished by coordinating with the waste and recycling haulers operating in the County whether through a contract with the County or not, to determine steps that can be taken by the County to help improve efficiencies for haulers. Improved efficiencies can assist in reducing all types of solid waste disposed at MSW landfills (whether or not the solid waste meets the regulatory definition of MSW) through source reduction, reuse, recycling, composting, and thermal technologies.

Macon-Bibb County may want to revisit this goal throughout the planning period. For example, Macon-Bibb County may determine it is beneficial to exercise more oversight for the management of commercial and institutional recyclables and solid waste, either through collection of some of this material with County forces, establishing recycling requirements in franchise agreements for collection, or simply offering commercial generators a convenient place to deliver recyclables. Further, the County may determine it is beneficial to assist with efficiencies for all collections in the County with a transfer station that accepts recyclables and other materials, since the County’s landfill has closed.

4.1.2 Strategies to Achieve Goals

Macon-Bibb County will implement four strategies to achieve the waste reduction and recycling goal. Each of these strategies are described below.

Waste Reduction and Recycling Strategy #1

Develop a Transfer Station to improve convenience and collection efficiencies in the region.

To achieve this goal, Macon-Bibb County needs a convenient location to improve efficiencies for the collection of MSW, recyclables, and other materials. A Transfer Station in Macon-Bibb County would accept MSW and potentially accept and consolidate loads of source separated and single-stream recyclables (all recyclables collected together) from residential collection routes as well as from businesses and institutions in the County and potentially, from other sources in the middle Georgia region. A Transfer Station could be co-located with other recycling and solid waste handling facilities, such as an additional convenience center for residents, that would address other strategies in this Solid Waste and Materials Management Plan.

Some of the questions that would need to be answered before proceeding with development of a Transfer Station and approaches that may be used to address these questions are described below.

- What type of materials would be handled at the Transfer Station? How much? From whom? And in what form?
 - Meet with haulers, businesses, and other communities in the region to determine their interest in delivering materials to the facility.
 - Meet with potential markets for materials and facility partners to gather input on how materials should be shipped (e.g., would a cardboard baler on site be helpful?).
- What would be the respective role of the County and private partners?
 - Look at public/private partnership models from other communities.
 - Meet with potential private partners to evaluate what services they may be best suited to provide.
 - Potentially issue Request for Letters of Interest and/or Request for Proposals to evaluate options and costs.
- How would the capital cost of a Transfer Station be supported?
 - Estimate costs by referencing similar facilities, identifying likely site(s) and preparing conceptual designs.
 - Determine potential options for private funding (i.e. in some cases, a material market will provide processing equipment in exchange for guaranteed material supply).
 - Consider incorporating the capital cost into the Special Purpose Local Option Sales Tax.

Waste Reduction and Recycling Strategy #2

Continue to offer drop-off sites and collection events for recyclable items.

The County will continue to provide permanent convenience centers and periodic collection events for MSW and recyclables. If the County Transfer Station begins operation (see Strategy #1), the County may explore including a convenience center at the site to expand the number of locations of drop-off centers in the County.

The Transfer Station will potentially host an additional and more comprehensive drop-off point for recyclables including some that are not collected in the curbside program. The type of materials accepted at the Transfer Station drop-off point will expand as markets are identified and funding is secured.

Macon-Bibb County will strive to collaborate with retailers throughout the County to accept recyclable material that they sell or use for packaging at their retail locations. For example, the Solid Waste Department may work with grocery stores and other retailers to expand collection locations for plastic bags and to promote the availability of these locations to customers. Similarly, the Department may encourage electronics retailers to continue (or expand) programs to take back used electronics, batteries, and other products.

When the Transfer Station opens, the Solid Waste Department may work with other Macon-Bibb County departments to expand collection of recyclables at public locations. For example, the Solid Waste Department may work with Macon-Bibb County Parks and Recreation to offer single-stream recycling at all county parks and with the Urban Development Authority to offer single-stream recycling containers in high traffic pedestrian areas in the Central Business District. The Solid Waste Department will identify the opportunities for collecting recyclables in public areas and identify potential partners (other County departments, private businesses, etc.) and may purchase containers (possibly with financial assistance from private sources). The Department, or a contracted entity, may collect recyclable materials from these locations and deliver them to the Transfer Station or other recycling facility, collaborating with partner organizations to ensure that those using the containers are educated about the type of materials that can be recycled to minimize contamination.

The Solid Waste Department, in collaboration with partner organizations and other County departments, also will collect recyclables at special events, such as the Cherry Blossom festival, and host periodic collection days for materials that are not collected at the curb. This will include electronics collection events, household hazardous waste collection events, and annual Christmas tree chipping events (“Bring One for the Chipper”) among others.

Waste Reduction and Recycling Strategy #3

Work with haulers and with businesses and institutions throughout the County to increase commercial and institutional recycling as part of overall waste management.

As part of a larger effort for oversight of waste management in the Central Business District Solid Waste Collection and Disposal District (formed in 2017), Macon-Bibb County will explore the possibility of offering and/or requiring recycling services to all its commercial and institutional solid waste collection accounts and will institute a commercial fee structure for these customers that incentivizes recycling and waste reduction. If feasible, Macon-Bibb County will require its franchised haulers to do the same. Franchise agreements may specify a minimum level of recycling service that haulers must provide to their commercial and institutional customers. These franchised haulers may have the option of delivering the recyclables collected from businesses and institutions to the Macon-Bibb County Transfer Station.

Waste Reduction and Recycling Strategy #4

Maximize cost-effective diversion of organics from residential and commercial sources.

Since the Macon Walker Road landfill closed in 2023, Macon-Bibb County began to collect yard trimmings separately from residential garbage. The County will explore the possibility of establishing an organics diversion operation beyond the current grinding and mulching of residential yard waste. The technology used and materials to be diverted will be determined at that time based on technology available to handle

the material generated, local markets for material/energy produced, estimated costs, and the ability to secure funding. Macon-Bibb County will continue, through its contracted vendor, to mulch or grind yard trimmings and wood waste meeting established specifications that are delivered to the site. The County will evaluate the potential of using an area at the future Transfer Station (see Strategy #1) for grinding or potentially developing a composting or anaerobic digestion process to handle a broader range of materials, potentially to include sludge and/or food residuals.

4.2 COLLECTION

The state requires local government solid waste management plans to demonstrate ten years of “collection capability”. The goals and strategies in this Section are intended to address this requirement as well as to provide Macon-Bibb County with more consistency and control over the way solid waste is collected throughout the County.

4.2.1 Goals

Macon-Bibb County has established two collection goals for this planning period. Collection Goal #1 is to *continue to ensure convenient and adequate collection of solid waste from all generators*. This can be achieved by continuing to provide collection service to residential customers an exclusive agreement with a solid waste collection company and continuing to provide closer oversight of those franchised haulers that provide the service to commercial entities.

Collection Goal #2 is to *ensure solid waste collection service to commercial entities is properly managed*. This goal is consistent with the intent behind the Central Business District Solid Waste Collection and Disposal District described in Section 3.2.2 above.

Collection Goal #1

Continue to ensure convenient and adequate collection of solid waste from all generators.

Collection Goal #2

Ensure solid waste collection services to commercial entities is properly managed.

4.2.2 Strategies to Achieve Goals

Macon-Bibb County will implement three strategies to achieve these collection goals. Each of these strategies are described below.

Collection Strategy #1

Continue with the residential collection services contract approach.

Macon-Bibb County will continue to manage collection of solid waste, yard trimmings, bulky items, and recyclables (as described in Section 3.1) from all residents in the County through a residential collection services contract. This encompasses all properties with four or fewer units. When the current collection contract expires, Macon-Bibb County will evaluate whether to renew or extend the current contract or issue a request for proposals.

The County will also continue to make sure that collection of scrap tires remains readily available to citizens of Macon-Bibb County to minimize illegal disposal. The County will continue to collect scrap tires at drop off sites and may provide a trailer for scrap tires at the future transfer station location. Macon-Bibb County will continue to arrange with a vendor to haul, process, recycle or properly dispose of the

scrap tires collected. The County will pursue funding from the state to enforce the requirements of the State of Georgia's Scrap Tire Management Act to ensure that haulers and processors of tires operating in the County are properly registered and to clean up scrap tire piles that do develop in the County.

Collection Strategy #2***Continue enforcing and updating commercial franchise provisions described in the Code of Ordinances.***

Section 22-8 of the Macon-Bibb County Code allows the County to collect all solid waste in the County or to issue written "permits" or franchise agreements to allow another "person" to do so. The County also issues franchise agreements for commercial and institutional collection annually.

The County has established minimum requirements for private haulers receiving franchise agreements to operate in the County. The Macon-Bibb County Solid Waste Department will continue to enforce these minimum requirements of the franchise agreements for all its commercial and institutional customers as well, and will investigate the possibility of expanding recycling among commercial customers through these franchise agreements.

Collection Strategy #3***Expand solid waste collection in the Central Business District Solid Waste and Disposal District as part of ongoing revitalization effort.***

As part of the ongoing revitalization of the Central Business District, the Solid Waste Department has established the Central Business District Solid Waste and Disposal District, as previously described. The Solid Waste Department will continue to work with the Urban Development Authority and downtown property owners to improve upon and potentially expand collection services. Based on an assessment of the type and amount of solid waste and material generated, current collection locations and arrangement, who uses the services provided, and projected growth patterns, the Department and the Urban Development Authority will develop and implement improvements to the collection system in the area.

4.3 DISPOSAL

The state requires local government solid waste management plans to demonstrate ten years of disposal capacity. The federal and state government have regulations regarding how solid waste handling facilities are managed. The goals and strategies in this Section are intended to address these requirements as well as to ensure that Macon-Bibb County continues to have cost-effective disposal options since its own MSW landfill closed to the public in 2021.

4.3.1 Goals

Macon-Bibb County has established two disposal goals for this planning period. Disposal Goal #1 is to *ensure disposal capacity is available and accessible to handle all MSW from Macon-Bibb County for ten years*. Although the Macon Walker Road landfill closed to the public in 2023, it remains the County's responsibility to ensure that all solid waste generated from the County has a place to be disposed. Disposal Goal #2 is to *ensure that all solid waste handling facilities are managed in a way that protects public health and the environment*.

Goals and Strategies

Disposal Goal #1

Ensure disposal capacity is available and accessible to handle all MSW from Macon- Bibb County for ten years.

Disposal Goal #2

Ensure solid waste handling facilities are managed in a way that protects public health and the environment.

4.3.2 Strategies to Achieve Goals

Macon-Bibb County will implement three strategies to achieve these disposal goals. Each of these strategies are described below

Disposal Strategy #1

Continue to follow the closure plan for the Macon-Walker Road landfill in a way that complies with federal, state, and local regulations and policy.

Macon-Bibb County will continue to follow the approved closure plan for the Macon- Walker Road landfill. Macon-Bibb County has closed the landfill to the public in compliance with state and federal regulations and will continue to monitor and maintain the site as required by regulations.

Disposal Strategy #2

Oversee the construction of a transfer station to ensure proper handling and disposal of materials received at the transfer station.

Since the Macon Walker Road landfill closed, and the County has an obligation to ensure waste is managed properly to protect public health and safety, Macon-Bibb County will develop and operate, or manage the development and operation of, a transfer station to handle MSW generated in the County, as previously described in Section 4.1.2 above. A transfer station (where solid waste from collection routes is tipped and put into large trailers for hauling to a disposal facility) will allow Macon-Bibb County to cost effectively access more distant landfills. A transfer station also will provide flexibility regarding where transferred solid waste is delivered. This flexibility is likely to result in more competition to receive Macon-Bibb County's solid waste which in turn, should lower prices. In short, a transfer station will allow the County to control its own destiny when it comes to solid waste disposal and to achieve its two disposal goals of ensuring disposal capacity is available and accessible and ensuring MSW is disposed at solid waste handling facilities that are operated in a way that protects public health and the environment. The transfer station can accommodate more than MSW, allowing for recyclables and other materials that can be diverted from landfills to be efficiently collected and delivered to appropriate handling or processing facilities.

The County will work with private haulers and surrounding communities to determine whether they would be interested in sending solid waste through the Macon-Bibb County transfer station. Based on these discussions, the County will determine the appropriate size of the facility. A smaller facility could be designed to handle only the tons collected by the County's contractor, leaving the franchised haulers to fend for themselves. Alternatively, the transfer station could be sized to handle some or all of the solid waste collected by franchised haulers in the County and/or outside Macon-Bibb County. The cost per ton of a larger facility tends to be lower than for a smaller one. However, the capital cost to build a larger facility is higher and so the County will need some assurance of the solid waste it would receive before building a facility that handles more than its own. Also, based on the point or origin of solid waste that

may come to the transfer station, Macon- Bibb County may consider developing more than one transfer station to improve access for collection vehicles to reach the transfer stations or to decrease the distance to landfills where solid waste will be disposed. The County will need to investigate options for final disposal and/or proper handling/ processing facilities for materials accepted at the transfer station. The capital cost of a transfer station could be included as a project in the 2025 Special Purpose Local Option Sales Tax project list or funded through a General Obligation Bond.

Disposal Strategy #3

Require franchisees to dispose of MSW at facilities designated by Macon-Bibb County.

Once Macon-Bibb County has a network of facilities to maximize recovery and manage MSW (through the transfer station) generated in the County, franchised haulers will be required to deliver solid waste to a solid waste handling facility that is designated by Macon-Bibb County.⁸ These facilities could include the Macon-Bibb transfer station but also may include other facilities that have demonstrated that they have capacity to receive Macon-Bibb County's solid waste and that they meet the County's goal of managing solid waste in a way that protects public health and the environment. Franchised haulers will be required to indicate the designated facilities to which they intend to take solid waste collected in Macon-Bibb County as part of the annual franchise agreement.

4.4 LAND LIMITATION

4.4.1 Goals

The State of Georgia requires that a permit application for a solid waste handling facility in the State be accompanied by a letter from the host local government indicating that the proposed facility is consistent with its local Solid Waste Management Plan. Thus, Land Limitation Goal #1 is to *ensure solid waste handling facilities are consistent with this Solid Waste and Materials Management Plan*.

The State of Georgia also requires that local governments "identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors" in their Solid Waste Management Plans. These areas were identified in Section 3.3 of this Plan. Land Limitation Goal #2 is to *ensure that solid waste handling facilities are only sited in locations appropriate for this purpose*.

Land Limitation Goal #1

Ensure solid waste handling facilities are consistent with this Solid Waste and Materials Management Plan.

Land Limitation Goal #2

Ensure that solid waste handling facilities are only sited in locations appropriate for this purpose.

4.4.2 Strategies to Achieve Goals

Macon-Bibb County's strategies for achieving land limitation goals are to follow specific procedures when new solid waste handling facilities or facility expansions are considered in Macon-Bibb County.

⁸ The County will not designate facilities where recovered materials must be delivered as franchisees can deliver these materials to the facility of their choice.

Land Limitation Strategy #1

Follow established procedure to determine whether a proposed solid waste handling facility (or expansion of existing facility) is consistent with the Solid Waste and Materials Management Plan.

The first strategy is to follow the established procedure to determine whether a proposed facility is consistent with this Solid Waste and Materials Management Plan. To do this, the County Commission will consider input from the County Manager and from the public. The County Manager, with the assistance of the entity proposing to build or manage a new solid waste handling facility, if requested by the County Manager, will prepare a report evaluating the impact of the proposed facility on existing waste management facilities, collection and disposal capability, and on achievement of waste reduction goals set forth in the Plan. Specifically, the report will address the following questions.

- Is the proposed facility consistent with the Solid Waste and Materials Management Plan?
- How will the proposed facility meet the needs identified in the Solid Waste and Materials Management Plan?
- What are the operational and financial impacts of the proposed facility on existing solid waste management facilities and programs?
- How will the proposed facility provide a higher level of service to the citizens of the County than the existing facilities?
- What existing deficiencies in collection and disposal capabilities are addressed by the proposed facility?
- How will the proposed facilities provide better collection and disposal capability than would otherwise be provided by existing facilities?
- How will the proposed facility help Macon-Bibb County achieve the waste reduction goals established in the Solid Waste and Materials Management Plan?
- Have all land use restrictions and requirements of the Plan been met?

The County Commission will conduct a public hearing to gather public input on the consistency of the proposed facility with the Solid Waste and Materials Management Plan. The schedule and procedure for public hearings is described in Appendix C.

The County is specifically exempt from this process for solid waste handling facilities it constructs.

Land Limitation Strategy #2

Follow an established procedure to ensure that solid waste handling facilities are not sited in excluded or restricted areas and those that are proposed in acceptable areas comply with design and operating requirements.

When a site for the proposed facility has been selected, the applicant will be required to certify and the County will verify that the proposed site and facility complies with all laws, rules, and regulations of Macon-Bibb County, state and federal government⁹ including, but not limited to, environmental, land use, and zoning considerations identified in Section 2.5. As part of this process, the Planning and Zoning Commission will determine whether a permitted use or conditional use permit would be issued following the procedures set forth in the County's Comprehensive Land Development Resolution. The County will

⁹ Including receipt of a solid waste handling permit from the Georgia Environmental Protection Division.

also consider comments and findings from a Determination of Regional Impact completed by the Middle Georgia Regional Commission, if one is completed, as well as public input and other testimony provided during the review process. Solid waste handling facilities that are owned by Macon-Bibb County or state government are exempt from local zoning procedures.

If the County determines that the proposed facility is consistent with the current Solid Waste and Materials Management Plan and that the proposed site meets all requirements for the type of facility proposed, then the Mayor of Macon-Bibb County will send a letter to the Director of the Georgia Environmental Protection Division notifying him/her of the consistency of the proposed facility. Since a permitted or conditional use permit is not granted until after the Georgia Environmental Protection Division has issued a state solid waste handling permit, the determination of consistency will be based on a preliminary determination that a permitted or conditional use permit shall be issued upon state approval of the proposed facility or facility expansion. Depending on the type and location of the facility, a permit from the County may include specific design and operating requirements such as vegetative buffer requirements, fencing, restriction of access, etc.

4.5 PUBLIC EDUCATION AND OUTREACH

4.5.1 Goals

Few of the solid waste goals in the previous sections can be successful without the support and participation of residents and businesses in Macon-Bibb County. Thus, this Section identifies goals and strategies that will enlist this support and participation. Public education and outreach Goal #1 is to *ensure that every resident and business has access to information about why and how to reduce and recycle*. Goal #2 is to *work with the partner organizations to educate youth and adults about solid waste and materials management using a variety of avenues*.

Public Education and Outreach Goal #1

Work with the strategic partner organizations to educate youth and adults about solid waste and materials management using a variety of avenues.

Public Education and Outreach Goal #2

Ensure that every resident and business have access to information about why and how to reduce and recycle.

4.5.2 Strategies to Achieve Goals

Macon-Bibb County will employ the following four strategies to achieve its public education and outreach goals.

Public Education and Outreach Strategy #1

Continue to contract with strategic partners to lead ongoing public education and outreach efforts on recycling and litter prevention.

The Macon-Bibb Solid Waste Department will continue to work with strategic partners to achieve the goals for public education and outreach. The County will continue to work with strategic partners to lead public education and outreach efforts in the schools, run public education and outreach programs, promote community cleanup events, and make presentations to community organizations. The County may enter into contracts with strategic partners that identify the number and type of activities to be

Goals and Strategies

conducted that year that may include (but not be limited to) the following:

- Create and maintain website and communicate regularly via social media on waste reduction and recycling.
- Provide specific public education and outreach content on the partner's web site and link to the County's web site (depending on the activities to be conducted in a given year).
- Create and distribute brochures or other printed material (the content of which will be determined based on activities to be conducted in a given year).
- Make a specified number of presentations in schools.
- Make a specified number of presentations to neighborhood associations and community groups.
- Conduct collection events for particular materials (electronics, textiles, pharmaceuticals etc.).
- Host waste reduction and recycling related events for America Recycles Day and Earth Day.
- Coordinate neighborhood clean-up events.
- Assist with a specified number of media activities and press releases.

The list of activities to be performed in a given year will be developed by each partner with input from the County. The amount that the County will provide for these services will be identified in the contract or in the County's annual budget and each partner will solicit additional funds from other sources to support their efforts.

Public Education and Outreach Strategy #2

Expand the use of the internet and social media to provide updated, specific and consistent information about solid waste and materials management in Macon-Bibb County.

The County, particularly the County's Communications and IT Departments, will work with strategic partners to provide eye-catching, interactive, and updated information about waste reduction and recycling on the County's and partner's website, with the goal of creating a seamless link between the two sites. This information will be prepared in a visually appealing way with an easily identified theme that reinforces the goals, strategies, and activities identified in this Plan.

The information provided on the websites will be specific to Macon-Bibb County's waste reduction and recycling programs and ideally incorporate some interactive features. Additionally, there could be a link to the County's SeeClickFix online request program for questions about recycling, missed pick-ups, to request a cart etc. A robust, interactive website will make the transition to new programs smoother as well as provide a way for the County to report progress to residents and businesses. In addition to the website, the County will continue to utilize a variety of social media to reach a broader audience, including Facebook, X, Instagram, etc.

Public Education and Outreach Strategy #3

Increase participation and decrease contamination with ongoing public education and outreach, punctuated with an information "blitz" with each program improvement.

A successful waste reduction and recycling public education and outreach program needs three components. It needs to continually encourage proper participation in existing programs by getting current participants to keep participating; get participants who are not participating to do so; and get those who are participating incorrectly (i.e., placing non-recyclable materials in recycling carts) to

participate correctly. This will be achieved with ongoing outreach through the avenues described in other strategies in this Section. The County will also aim to measure and report performance (i.e. participation, tonnage, etc.) to participants. Collectors and inspectors that are in the will attempt to educate residents and businesses about ways to increase recycling and decrease contamination.

In addition to ongoing education and outreach, the County, along with its strategic partners, will conduct an information “blitz” with each change in waste reduction and recycling programs throughout the ten-year planning period. When new programs begin, the County will conduct an information blitz to inform residents and businesses affected by the changes what is changing, exactly what they need to do, and how the changes will benefit Macon-Bibb County. These campaigns will use print materials, presentations to students and adults, door-to-door information, internet and social media, and traditional media to reach a wide audience.

Public Education and Outreach Strategy #4***Expand education programs in schools with help of strategic partners.***

The County will consider ways to continue offering waste reduction/recycling and litter prevention educational programs in public schools and expand to all private schools. As the recycling program evolves in Macon-Bibb County, the standard program will incorporate more information about single-stream collection and other program changes. The County, with help from strategic partners, will also expand educational programs in upper grades, when the curriculum allows and at institutions of higher education in the County.

4.6 PLANNING AND REPORTING

4.6.1 Goals

The County will monitor progress toward the goals in the Plan and determine whether strategies are fulfilled and activities implemented with the anticipated outcome. This information will be shared with the public. Thus, planning and reporting Goal #1 is to *keep this Solid Waste and Materials Management Plan updated to serve as a roadmap for decision-makers and staff.*

Planning and Reporting Goal #1***Keep this Solid Waste and Materials Management Plan updated to serve as a roadmap for decision-makers and staff.***

4.6.2 Strategy to Achieve Goals

Macon-Bibb County has identified two strategies to meet the planning and reporting goals.

Planning and Reporting Strategy #1***Assess whether goals and strategies are achieved and adjust accordingly.***

Periodically, the County will review the progress on strategies and the completion of activities contained in the implementation schedule contained in Section 5. For those strategies that have not been achieved or activities that were not performed on the anticipated schedule, the County has several options depending on the cause. It can redouble efforts with the resources it has, identify funding or other resource needs to complete these strategies, or revise the activities or schedule accordingly. The County will periodically assess the progress on goals, strategies, and activities included in this Plan.

Planning and Reporting Strategy #2

Reference and update Solid Waste and Materials Management Plan.

Although the previous strategies are likely to require Macon-Bibb County to adjust the implementation schedule in Section 5 on an as-needed basis, the County will do a wholesale review of the goals, strategies and activities periodically to ensure they are still relevant. The goals and strategies and implementation schedule will be updated as needed at that time so that the Plan, and particularly the implementation schedule, will continue to serve as a roadmap for decisions makers and staff throughout the ten-year planning process. The entire plan will be revisited for the 2035 through 2045 ten-year planning period.

5 IMPLEMENTATION SCHEDULE

This Section of the Solid Waste and Materials Management Plan details the activities that the County and its partners will take to achieve the goals and strategies included in Section 4 of the Plan. Table 5-1 shows the activities that will be undertaken in each of the next ten years to achieve the goals and strategies presented in Section 4 for each of six components of a successful Solid Waste and Materials Management system. These components include:

- Waste Reduction and Recycling
- Collection
- Disposal
- Land Limitation and Plan Consistency
- Public Education and Outreach
- Planning and Reporting

The detailed implementation schedule will be updated periodically. The activities identified in the earlier years are more likely to be implemented than those in the later years which will be updated as time goes along.

Table 5-1
Implementation Schedule, 2024-2035

Fiscal Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Waste Reduction and Recycling											
1. Develop a Transfer Station to improve convenience and collection efficiencies in the region.											
Conduct market research to determine the types and amount of materials that could be delivered to a Transfer Station.											
Quantify potential types and amounts of recyclable materials anticipated from within and outside Macon-Bibb County and work with generators to determine interest in using a Transfer Station.											
Identify potential activities to occur on site where the Transfer Station will be											
Identify potential sites for a Transfer Station.											
Prepare conceptual design and cost estimates for the Transfer Station.											
Determine role of County and contractor in designing, constructing, owning, and operating the Transfer Station.											
Select contractor(s) and negotiate contract for Transfer Station construction											
Complete construction of Transfer Station.											
Operate Transfer Station.											
2. Continue to offer drop-off sites and collection events for recyclable items.											
Expand type of materials collected at existing drop-off centers as feasible.											
Incorporate drop-off center at Transfer Station for an additional drop off location, if feasible.											
Increase the type of "hard-to-recycle" materials accepted as markets are identified and resources become available.											
Identify and broadly promote existing drop-off sites at retailer locations and work to expand.											
Expand collection of recyclables accepted into public venues (parks, pedestrian areas in Central Business District), as feasible.											
Continue periodic collection events for materials that are not collected at curbside or at drop-off centers (e.g. electronics, Christmas trees, etc.).											
3. Work with haulers and with businesses and institutions throughout the County to increase commercial and institutional recycling as part of overall waste management.											
Work with all franchised haulers to offer recycling service, if feasible.											
Work with haulers to offer collection of recyclables from businesses and residents in the Central Business District Solid Waste and Disposal District, if feasible.											
4. Maximize cost-effective diversion of organics from residential and commercial sources.											
Investigate the possibility of developing mulching/grinding capability for yard trimmings and selected wood waste at the future Transfer Station.											
Evaluate technology to divert broader range of organics.											
Determine approach to organics diversion site (e.g., public, private, or partnership).											
Determine next steps (i.e., issue RFP, etc.).											

Implementation Schedule

Fiscal Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Collection											
1. Continue with the residential collection services contract approach.											
Continue to collect residential garbage, yard trimmings, and bulky items through a service contract.											
Determine whether to extend or issue an RFP when current residential collection service contract expires.											
Continue to evaluate full cost of service and adjust fees as needed.											
Continue to collect scrap tires from citizens at drop off locations.											
2. Continue enforcing and updating commercial franchise provisions described in the Code of Ordinances.											
Expand collection services offered to businesses, multi-family properties, schools and other institutions as determined viable.											
Ensure that all haulers annually renew permits/franchise agreements and charge franchise fee accordingly.											
Continue to require franchisees to report to County about tonnages by material type											
Revise ordinance as required to establish other franchisee requirements to meet goals of Plan.											
3. Expand solid waste collection in the Central Business District Solid Waste and Disposal District as part of ongoing revitalization effort.											
Continue to improve collection services via ordinance changes for franchised haulers, as determined viable, in the Central Business District and for all commercial entities in the County.											
Disposal											
1. Continue to follow the closure plan for the Macon-Walker Road landfill.											
Continue to follow federal, state and local regulations for the Macon Walker Road MSW landfill.											
Ensure sufficient funds are available for closure and post-closure care of landfill, potentially incorporating cost into SPLOST referendum or bond issue.											
Solicit bids for disposal, as necessary.											
Enter into contract(s) for disposal, as necessary.											
2. Oversee the construction of a transfer station to ensure proper handling and disposal of materials received at the transfer station.											
See Waste Reduction and Recycling Item #1 Above.											
3. Require franchisees to dispose of MSW at facilities designated by Macon-Bibb County.											
Require franchised haulers to deliver solid waste collected in County only to designated facilities and to demonstrate annually.											
Land Limitation											
1. Follow established procedure to determine whether a proposed solid waste handling facility (or expansion of existing facility) is consistent with the Solid Waste and Materials Management Plan.											
Continue to update land limitation maps to reflect changes to zoning and land use.											
Review consistency of proposed facility with Solid Waste Plan using procedures documented herein.											
Determine site acceptability of proposed facility based on procedures documented herein.											
2. Follow an established procedure to ensure that solid waste handling facilities are not sited in excluded or restricted areas and those that are proposed in acceptable areas comply with design and operating requirements.											
Continue to follow established procedures.											
Public Education and Outreach											
1. Continue to contract with strategic partners to lead ongoing public education and outreach efforts on recycling and litter prevention.											
Continue to contract with strategic partners.											
2. Expand the use of the internet and social media to provide updated, specific and consistent information about solid waste and materials management in Macon-Bibb County.											
Use multiple social media sites to provide updated solid waste information to diverse audiences.											
3. Increase participation and decrease contamination with ongoing public education and outreach, punctuated with an information "blitz" with each program improvement.											
Ongoing public education outreach.											
4. Expand education programs in schools.											
Continue and expand waste reduction, recycling, and litter education programs in schools.											
Planning and Reporting											
1. Assess whether goals and strategies are achieved and adjust accordingly.											
Assess progress toward all goals in Plan.											
2. Reference and update Solid Waste and Materials Management Plan.											
Update the full Plan for the 2035 to 2045 planning horizon.											

APPENDIX A

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

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C-21-0142

INDEPENDENT CONTRACTOR AGREEMENT WITH RYLAND ENVIRONMENTAL INC. FOR MUNICIPAL SOLID WASTE COLLECTIONS

This Independent Contractor Agreement ("Agreement") is made between Macon-Bibb County, Georgia, (the "County") and Ryland Environmental Inc., a domestic for-profit corporation, with a principal place of business of 1942 Hwy 441 South, P.O. Box 250, Dublin, Georgia 31040 (hereinafter "Independent Contractor" or "Ryland"), collectively referred to as the "Parties", and individually may be referred to as "Party."

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1 Scope of Services.

1.1 Generally. Ryland shall commence, diligently pursue, and complete the professional services as set forth in this Agreement. All services will be performed in accordance with federal, state, and local laws. Ryland shall maintain current licenses and permits as required for services provided to the County. Any changes to the scope of services shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties.

1.2 Scope of Services. Beginning no later than January 3, 2022, Ryland shall provide the following services for all residential areas of Macon-Bibb County ("Service Area"):

1.2.1 Provide once per week collection and disposal of solid waste on a scheduled collection day from rolling carts of no more than 96 gallons. Arrange for the disposal of all solid waste collected at a facility permitted for the disposal of such solid waste.

1.2.2 Provide every other week collection of single-stream recyclable materials from 95-gallon rolling carts, allocated to customers by request, in an amount not to exceed 15,000 carts unless a greater number of carts is agreed to in writing by the Parties. Arrange the delivery, processing, and marketing of recyclable materials. Ensure that recyclable materials are not commingled with solid waste and that recyclable materials are not disposed of. Recyclable materials include the following:

- Cardboard, boxboard, and paper
- Steel and aluminum food and beverage containers
- Plastic bottles and caps

1.2.3 Provide every other week collection of yard debris placed at the curbside by residents. Arrange for the delivery of all yard trimmings collected to a facility permitted for the disposal of yard trimmings. Yard trimmings include the following:

- Non-containerized, unless contained in biodegradable bags, leaves, pine straw, grass clippings, twigs, and branches
- Stacked branches and debris, no more than 4 inches in

diameter and cut to a length of 4 feet or less

1.2.4 Provide every other week collection of bulky items. Arrange for the delivery and management of all bulky items collected at a facility permitted for the disposal of bulky items.

1.3 Method of Performing Service. Ryland shall determine the method, details, and means of performing the services to be provided under the terms of this Agreement.

1.4 Office Space and Support Staff. The County shall provide Ryland with office space and a location suitable for parking trucks for use during the term of this Agreement. Ryland will be responsible for its own office support staff, if any. Any and all personnel hired by Ryland, as employees, consultants, agents or otherwise (collectively, "Staff") shall be the responsibility of Ryland.

2 Compensation.

2.1 Base Rate. County shall pay to Ryland EIGHTEEN DOLLARS AND 00/100 CENTS (\$18.00) per residence, as defined as a "developed residential premises" pursuant to Sec. 22-2 of the Macon-Bibb County Code of Ordinances, utilizing one solid waste cart and up to one recycle cart per month ("Base Rate") for the first two years of the term of this Agreement. County shall pay an additional amount, agreed upon by the Parties, for residences utilizing more than one solid waste or recycle cart. Pursuant to O.C.G.A. §36-60-13(a), an estimate of the total obligation for the County for each fiscal year that is contemplated by this Agreement is provided in Exhibit A, attached hereto and incorporated herein by reference.

2.2 CPI Increases. Beginning January 1, 2024, Ryland shall be entitled to annual CPI price increases to the Base Rate to be calculated according to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (Dec. 1997 = 100) (not seasonally adjusted), or any successor index. This price increase shall be calculated by dividing the index value for December of the prior calendar year by the index value for December of the calendar year preceding the prior calendar year (ie: for the January 2024 price increase – December 2023 Index value/December 2022 Index value).

2.3 Right to Petition. At any time during the term of this Agreement, Ryland may request the County to increase in the Base Rate as a result of material changes to the cost of doing business, including significant increases in the cost of fuel, labor, landfill fees, or government-imposed fees or restrictions that significantly increase the cost associated with performing services pursuant to the terms of this Agreement. The County shall have the discretion to increase or refuse to increase the Base Rate pursuant to such a request.

2.4 Modification and Payment. Any amount of compensation to be paid to Ryland in excess of the amount stated in this Section of this Agreement must be approved by the County in writing in the form of a Change Order. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of the invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay

State or Federal taxes. Prior to the issuance of final payment from County, Ryland shall certify in a form satisfactory to County that all subcontractors, staff, suppliers, and other persons engaged by Ryland in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Ryland.

3 Term.

3.1 Effective Date. This Agreement shall be effective as of January 1, 2022.

3.2 Term and Renewal. This Agreement shall continue in full force and effect until June 30, 2022, ("Initial Term") at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. Thereupon, this Agreement shall be automatically renewed on July 1st of each year, and shall again expire absolutely and without further obligation on the part of the County on June 30th of each of the following years. Each successive term running from July 1st until the following June 30th shall be referred to herein as a "Renewal Term." Either Party may prevent the automatic renewal of this Agreement for any Renewal Term by giving written notice to the other Party at least ninety (90) days prior to the first day of such Renewal Term.

In the event that this Agreement continues in force into the Renewal Term beginning on July 1, 2029, then this Agreement shall expire on December 31, 2029, unless the County gives affirmative notice to Ryland prior to such expiration that the County wishes to extend this Agreement for an additional term of seven (7) years and Ryland agrees to such extension. If the County elects to extend this Agreement beyond December 31, 2029 and Ryland agrees to such extension, then the Agreement shall continue to terminate absolutely and without further obligation on the part of the County and Ryland on June 30th of each year and automatically renew on July 1st thereafter for an additional Renewal Term, as provided in this section.

4 Termination for Cause. Either Party may terminate this Agreement, or any part of this Agreement, for cause should the other Party fail to perform its obligations under this Agreement. In the event of a termination for cause pursuant to this section, the Party alleging the other Party's ("aggrieving Party") failure to perform its obligations shall provide the aggrieving Party notice of the failure and a period of ninety (90) days or longer (as authorized in writing by the Party providing notice) to cure such failure to perform. At the expiration of the cure period, in the event the aggrieving Party has not satisfactorily cured its failure to perform, the non-aggrieving Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) days notice.

5 Damages and Remedies. County reserves the right to immediately cure any lapses in service to Macon-Bibb County caused by Ryland. Ryland shall promptly reimburse County for any expenses or damages incurred by County as a result of: Ryland's failure to substantially perform the work per this Agreement; breach of any warranty or guarantee; or other deficiencies or omissions of Ryland. Ryland waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect consequential damages. All remedies provided for herein are cumulative, and the exercise of any remedy by any

Party shall not act to bar the exercise of any other remedy or remedies provided for herein.

- 6 Fiscal Non-Appropriation Clause. Financial obligations of County payable after the current fiscal year (FY 2022: July 2021 through June 2022) are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated immediately without further obligation by either Party.

- 7 Cooperation and Records.

- 7.1 Right to Audit. Ryland shall cooperate with County's auditor to ensure that all County policies and procedures related to the solid waste operations undertaken hereunder are followed. County or its authorized agent shall have the right to audit and inspect financial records relating to this Agreement from time to time during the term of this Agreement and for three years thereafter, upon reasonable notice to Ryland.

- 7.2 Record Sharing. Ryland shall make available to County on reasonable advanced written notice all information relating to its solid waste and recycling collections operations in Macon-Bibb County, including, without limitation, numbers of carts in use; numbers of units serviced; route and service delivery information; information related to SeeClickFix service requests; 3rd Eye service verification photographs and data; GIS information or data; information about customer complaints and resolutions; and such other data or records as may be relevant to the County's obligations to provide effective solid waste services to its citizens.

- 7.3 Services Coordination. Ryland shall coordinate with the Macon-Bibb County Manager for the purpose of ensuring constant communication and mutual understanding. In particular, Ryland shall advise the County Manager of any interruptions or delays in service, such as for inclement weather, holidays, or other reasons; any frequent or widespread issues impacting effective service delivery; or any foreseeable risks which could otherwise impact effective service delivery. The County Manager or his or her designee will coordinate with Ryland regarding identifying locations that are exempt from collection services or not entitled to receive collection services; or other information relevant to the manner in which services are performed.

- 7.4 Data Security. Ryland shall be responsible for ensuring the security and integrity of its data systems, and shall take precautions consistent with industry standards and any requirement of the Macon-Bibb County Information Technology Department to protect its computer systems and customer or County data from improper access, disclosure, infection, or theft.

8 Warranties.

8.1 Independent Contractor Warranties. Ryland warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Ryland and any third party.

8.2 Competent Work. Ryland shall perform the services described in this Agreement using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Ryland represents to County that Ryland retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the services in accordance with this Agreement.

8.3 Representations and Warranties. Ryland will make no representations, warranties, or commitments binding the County without the County's prior written consent.

9 Non-Employment Relationship between Company and Independent Contractor.

9.1 Independent Contractor Relationship. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Ryland, nor any employees or agents thereof, for any purpose. Ryland shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever.

9.2 Withholding Taxes and Benefits. Ryland will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law. Ryland shall also be responsible for all statutory insurance and other benefits required by law for Ryland and staff and all other benefits promised to staff by Ryland, if any. Ryland shall provide County with a completed W-9 form.

10 Subcontracting and Assignment. Except in connection with the sale Ryland's or its parent company's business or assets, Ryland shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Ryland elect to subcontract any services under this Agreement, Ryland shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Consultant has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Consultant under this Agreement.

11 Conflicts of Interest. Ryland shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement.

County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Ryland shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

- 12 Indemnification. To the fullest extent permitted by law, Ryland shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Ryland any Officer, employee, representative, or agent of Ryland. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Ryland's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13 Insurance Requirements.

13.1 Generally. Ryland shall procure and maintain insurance that meets the requirements set forth herein, and shall maintain such insurance coverage for the duration of this Agreement. All deductibles shall be paid for by Ryland. All liability insurance policies obtained by Ryland in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided; all coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits; there shall be no cross liability exclusion; the insurer shall agree to waive all rights of subrogation against the insured parties for losses arising from work performed by Ryland. Ryland shall provide current certificates of insurance for all insurance types required under this Agreement, and shall provide updated certificates of insurance no later than thirty days prior to the renewal or amendment of any required insurance policy. Ryland shall provide complete copies of any or all insurance policies, including all endorsements, within ten days of receiving any written demand from County, and shall instruct all insurers to directly provide County and all additional insureds with complete copies of any or all applicable insurance policies on written demand. No policy shall be cancelled or non-renewed, or have policy limits reduced below the limits required under this Agreement unless County is given thirty (30) days' advance notice from Contractor. Ryland shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days' written notice to County.

13.2 Commercial General Liability Insurance Policy ("CGL"). Ryland agrees to procure and maintain a CGL covering bodily and personal injury and property

damage. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000.00 per occurrence

\$2,000,000.00 general aggregate.

13.3 Business Automobile Liability Insurance. Ryland agrees to procure and maintain commercial automobile coverage with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits.

13.4 Workers' Compensation. Ryland agrees to procure and maintain workers' compensation coverage in accordance with the statutory limits as established by Georgia law to cover any employee engaged in the performance of work under this Agreement.

13.5 Evidence of Insurance. Ryland shall provide County with certificates of insurance and bonds evidencing the insurance and bonds required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

13.6 No Obligation to Verify Insurance. The County shall be under no obligation to ensure that Ryland, or any subcontractor, complies with the insurance requirements of this Agreement, and Ryland agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Ryland further agrees indemnify and hold harmless the County for any claims arising from Ryland's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14 Work Environment.

14.1 Drug Free Workplace. Ryland and all staff thereof shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

14.2 Prohibition on Unlawful Discrimination and Harassment. During the performance of this Agreement, Ryland shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political

affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. County has a no tolerance policy for violation of this rule.

- 14.3 Prohibition Against Employing Illegal Aliens. Ryland is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Ryland shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Ryland shall not enter into an agreement with a subcontractor that fails to certify to Ryland that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Ryland is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- 15 Notices. All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
P.O. Box 247
Macon, GA 31202-0247

For Independent Contractor:

Ryland Environmental, Inc.
Attn: James Lanier and Todd Yates
1942 Hwy 441 South
PO Box 250
Dublin, GA 31040

- 16 Ownership of Documents. Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Ryland pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of services hereunder shall not be used by Ryland for any purpose other than the performance of services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Ryland has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.
- 17 Confidential Information and Open Records. Ryland acknowledges that this Agreement and other documentation concerning the Parties' performance under this Agreement (collectively "Records") may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.), and that any materials responsive to a lawful request

may be disclosed to the public under the Open Records Act. Ryland shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

- 18 Publicity. Ryland shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Ryland, identifying County receiving goods or services under this Agreement.
- 19 Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances or weather conditions that preclude imagery capture. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.
- 20 Dispute Resolution, Jury Trial, Applicable Law.
 - 20.1 Dispute Resolution and Jury Trial. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation; however, mediation is not a required pre-condition to litigation. County does not agree to arbitration nor waive its right to a jury trial.
 - 20.2 Applicable Law and Venue. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.
- 21 Attorney's Fees. In the event of dispute resolution or litigation to enforce any of the terms of this Agreement, each Part shall pay all its own costs and attorney's fees.
- 22 Wavier. Each party's failure to enforce any breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

- 23 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.
- 24 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 25 Certain Rules of Interpretation. Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent. The Exhibits to this Agreement are incorporated herein and made a part of this Agreement. To the extent that there is any conflict between the terms of the Exhibits and the terms of this Agreement, this Agreement shall control.
- 26 Titles, Captions, and Headings. The titles, captions and paragraph headings of this Agreement are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
- 27 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- 28 Amendments. This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
- 29 Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
- 30 Damages and Remedies. Independent Contractor shall promptly reimburse County for any expenses or damages incurred by County as a result of: Independent Contractor's failure to substantially perform the work per this Contract; breach of any

warranty or guarantee; or other deficiencies or omissions of Independent Contractor. Independent Contractor waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages. All remedies provided for herein are cumulative, and the exercise of any remedy by any Party shall not act to bar the exercise of any other remedy or remedies provided for herein.

- 31 Electronic Representations and Records. Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

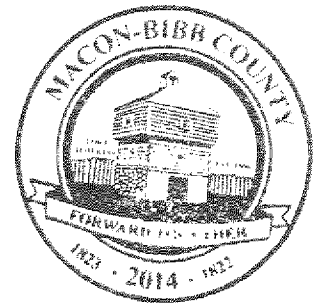
Macon-Bibb County:

By: *Lester M. Miller*
Lester M. Miller, Mayor

10/21/21
Date

Attested: *Janice S. Ross*
Janice S. Ross, Clerk of Commission

10/21/21
Date



Ryland Environmental Inc.:

By: *James B. Lanier, Jr.*
James B. Lanier, Jr., Managing Partner/Sec

10/21/21
Date

Attested: *Chris Rutledge*

10/21/21
Date

L:\CONTRACTS\2022 Ryland Environmental -Solid Waste Services.docx

EXHIBIT A

The County estimates the need for approximately 47,000 units of collection (residences); however, actual costs under this Agreement will vary based on number of residences actually serviced month to month, and on CPI increases over the term of the Agreement. Total costs of this Agreement under O.C.G.A. §36-60-13(a)(3) are as follows:

- County FY 2022 (Services provided January 1, 2022 through June 30, 2022): 6 months of service – Estimated cost \$5,076,000.00
- County FY 2023 (Services provided July 1, 2022 through June 30, 2023): Estimated cost \$10,152,000.00
- County FY 2024 (Services provided July 1, 2023 through June 30, 2024): Estimated cost \$10,152,000.00, plus CPI adjustment to be applied beginning January 1, 2024
- County FY 2025 (Services provided July 1, 2024 through June 30, 2025): Estimated cost \$10,152,000.00, plus CPI adjustment
- County FY 2026 (Services provided July 1, 2025 through June 30, 2026): Estimated cost \$10,152,000.00, plus CPI adjustment
- County FY 2027 (Services provided July 1, 2026 through June 30, 2027): Estimated cost \$10,152,000.00, plus CPI adjustment
- County FY 2028 (Services provided July 1, 2027 through June 30, 2028): Estimated cost \$10,152,000.00, plus CPI adjustment
- County FY 2029 (Services provided July 1, 2028 through June 30, 2029): Estimated cost \$10,152,000.00, plus CPI adjustment
- County FY 2030 (Services provided July 1, 2029 through December 31, 2029): 6 months of services – Estimated cost \$5,076,000.00, plus CPI adjustment

In the event that the County elects to prevent the automatic renewal of this Agreement for any of the Renewal Terms, the County shall pay in full any remaining obligation for services already performed hereunder prior to the close of the fiscal year.

Routing/File Form

Document Type: ☒ Contract ☐ Deed ☐ Ordinance ☐ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

PURPOSE: Ryland Agreement – Solid Waste Services

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____

Contractor(s): _____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no

Number of Renewals: _____ **Final Expiration Date:** _____

	<u>Ordinance/Resolution</u>		<u>Contracts/Other</u>	
<u>Reviewed By:</u>	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Assistant County Attorney	_____	____/____/____	SDD	10 / 21 / 21
Sr. Assistant / Cnty. Attorney	_____	____/____/____	_____	____/____/____
Grant Administrator	_____	____/____/____	_____	____/____/____
Finance Director	_____	____/____/____	_____	____/____/____
County Manager	_____	____/____/____	_____	____/____/____
Mayor	_____	____/____/____	_____	____/____/____
Clerk of Commission	_____	____/____/____	_____	____/____/____
Commission Approval		____/____/____		

Additional comments, instructions, etc.: _____

**ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE
 CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.**

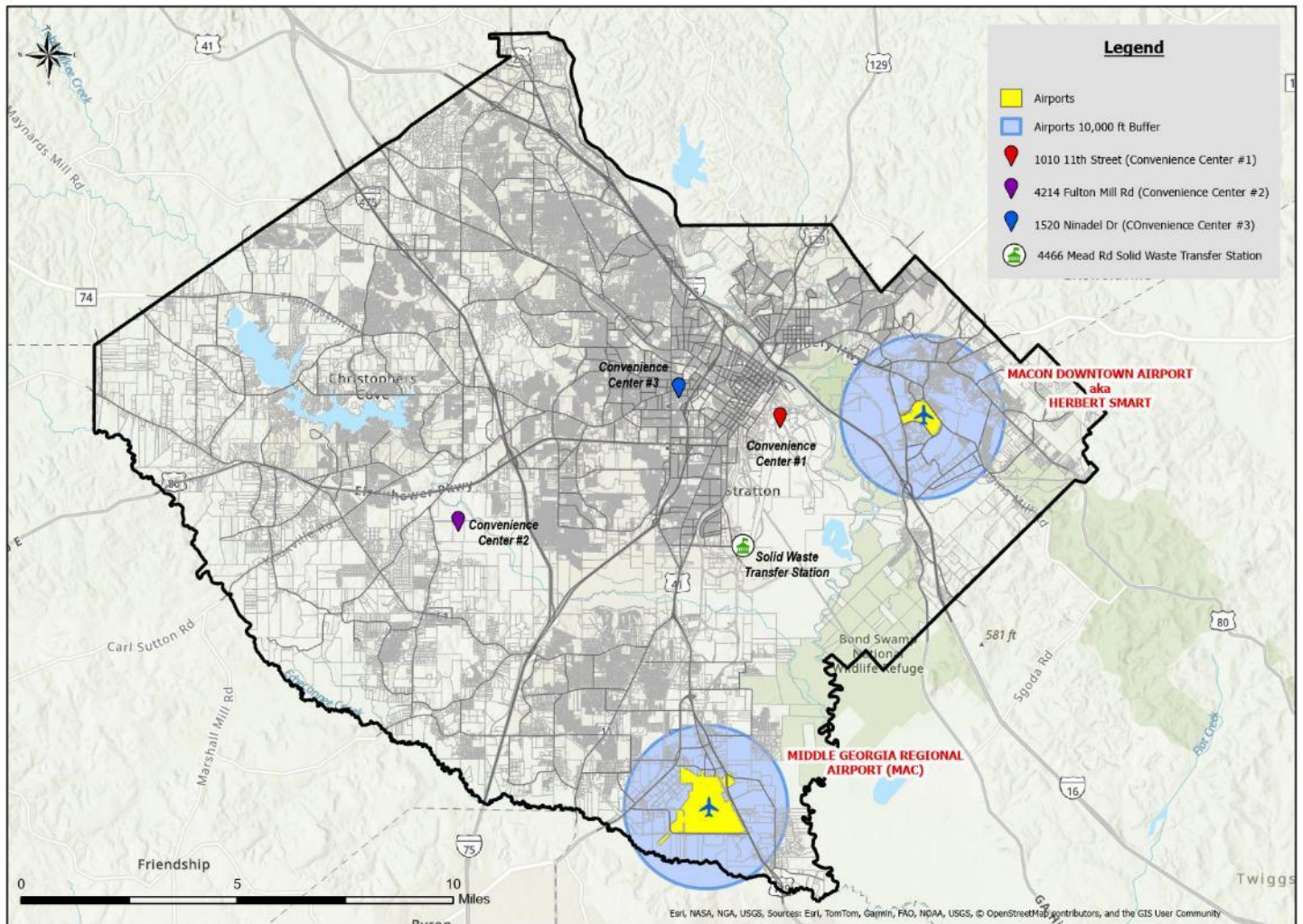
APPENDIX B

LAND LIMITATION MAPS

Appendix B

Map 1 – Proximity to Airport Runways

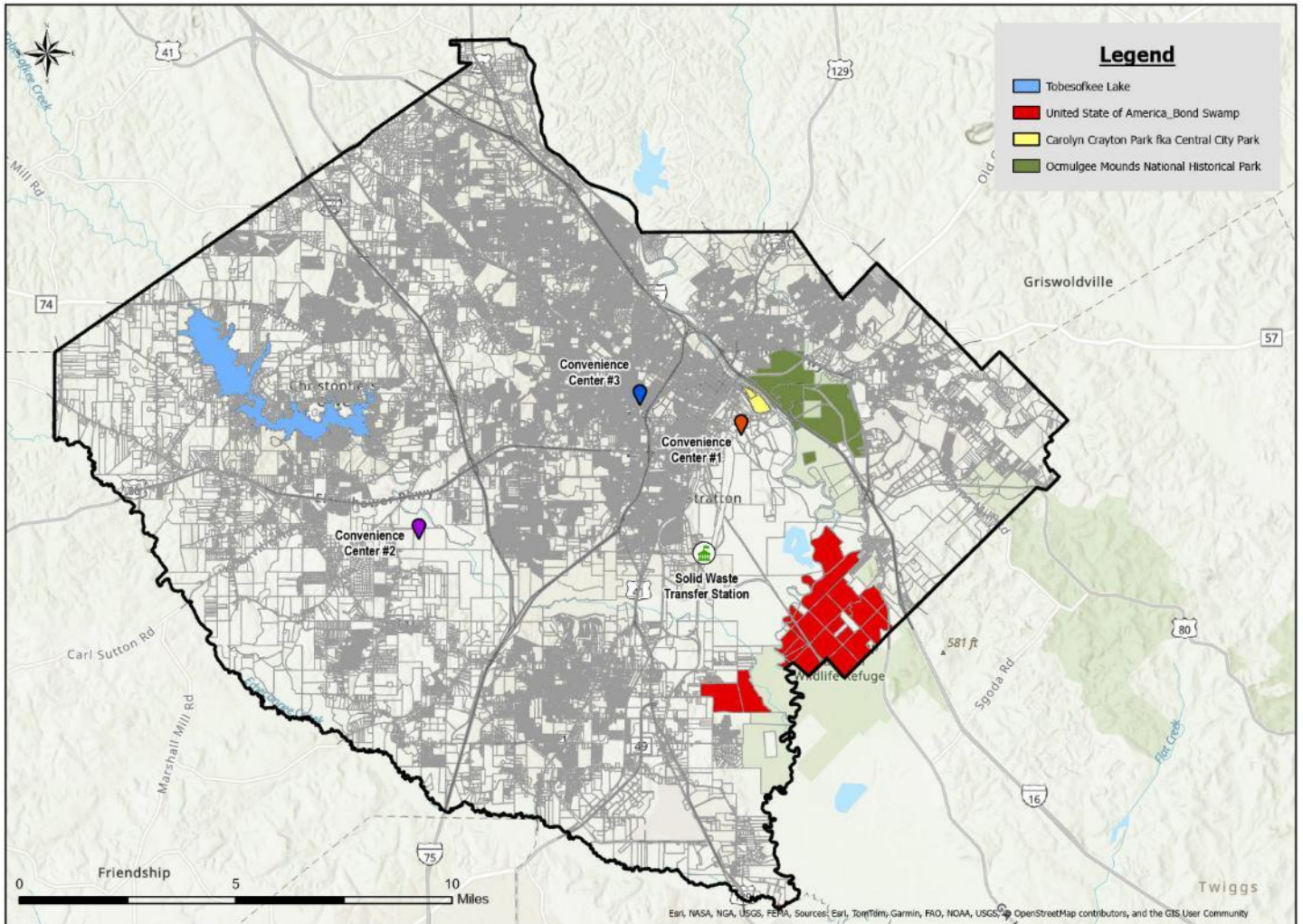
Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035) Proximity to Airport Runways



Appendix B

Map 2 – Local, State, and Federal Land

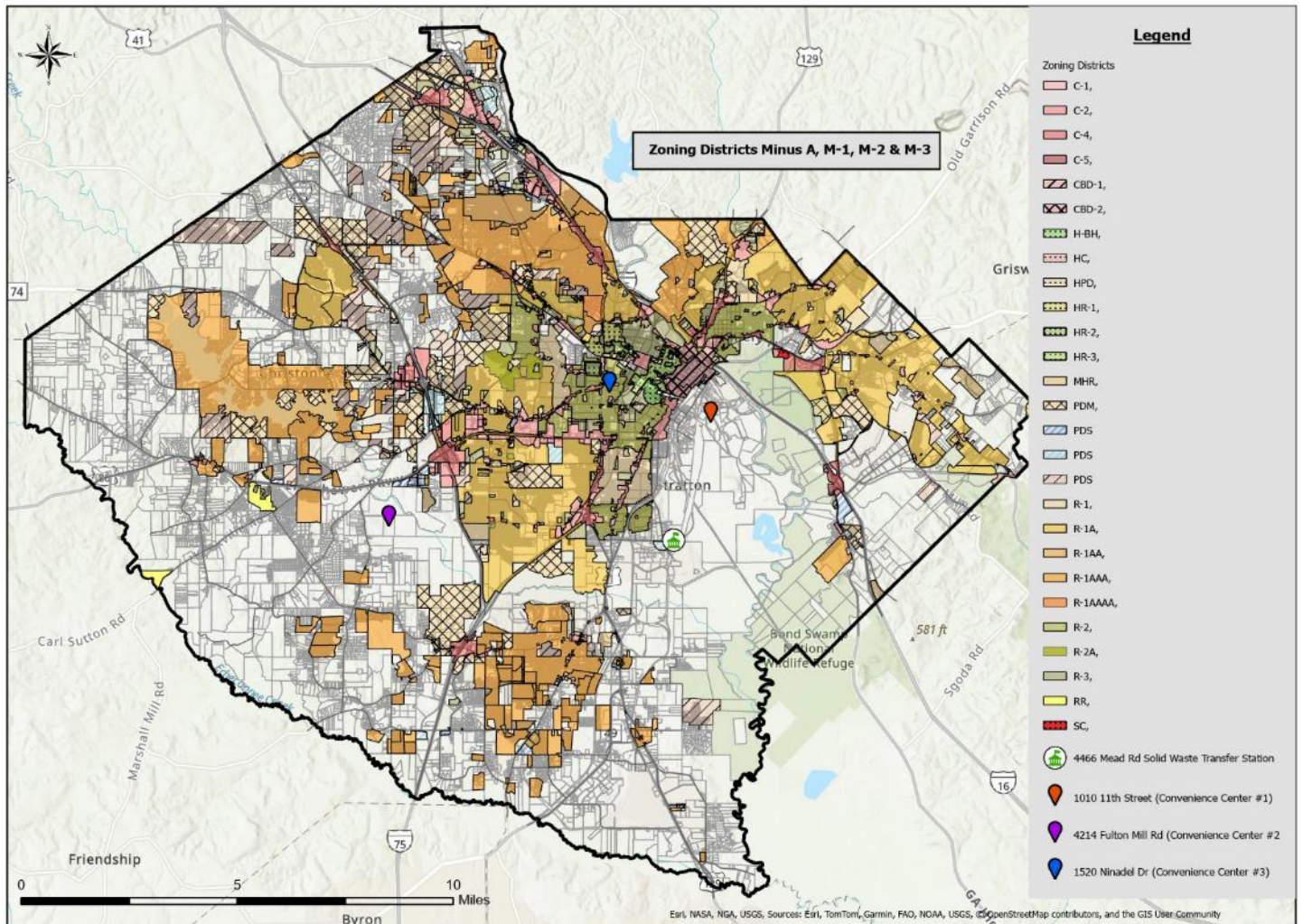
Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035) Local, State and Federal Land



Appendix B

Map 4 –Local Zoning Districts

Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035) P&Z Zoning Districts

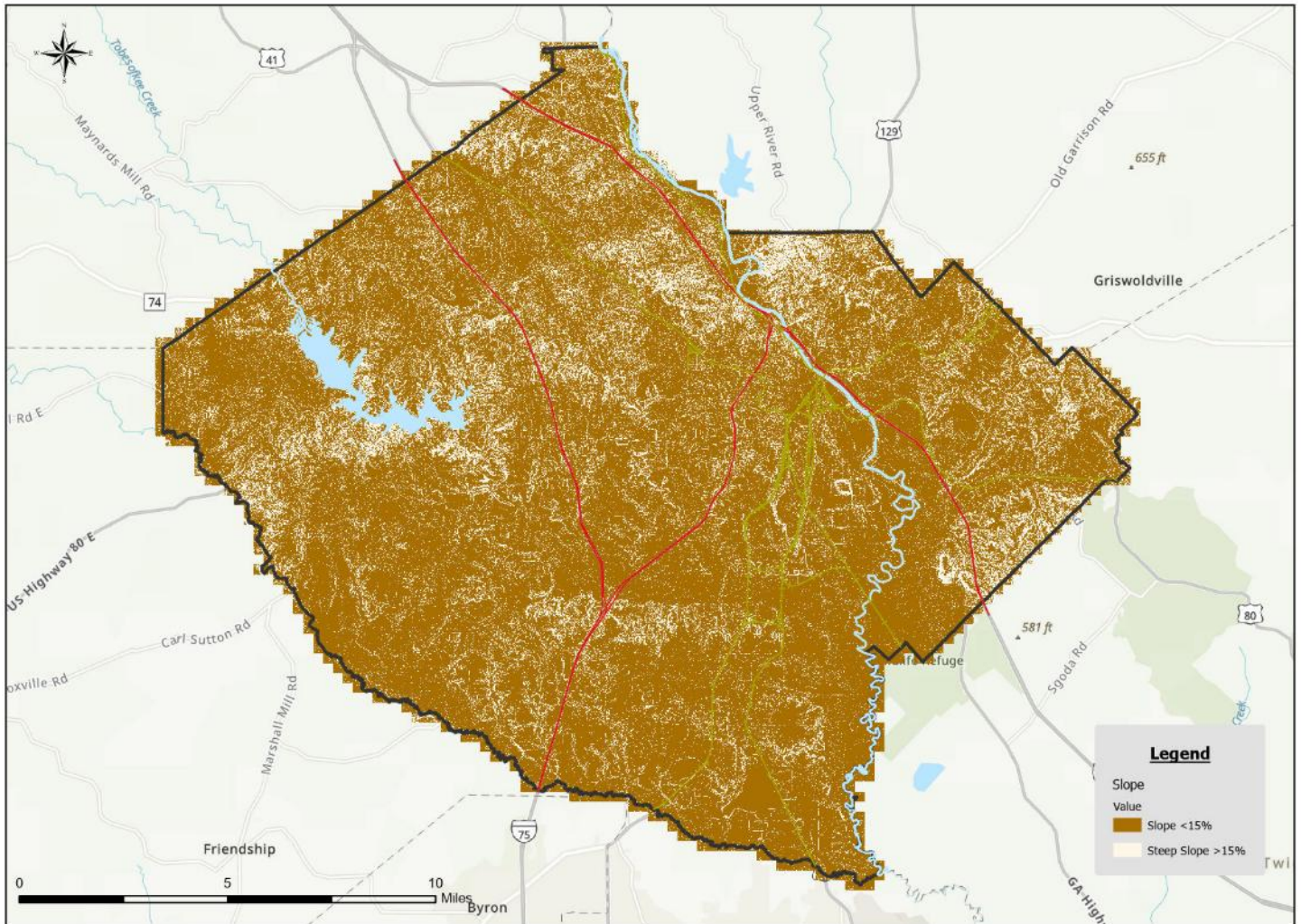


Appendix B

Map 5 –Steep Slopes

Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035)

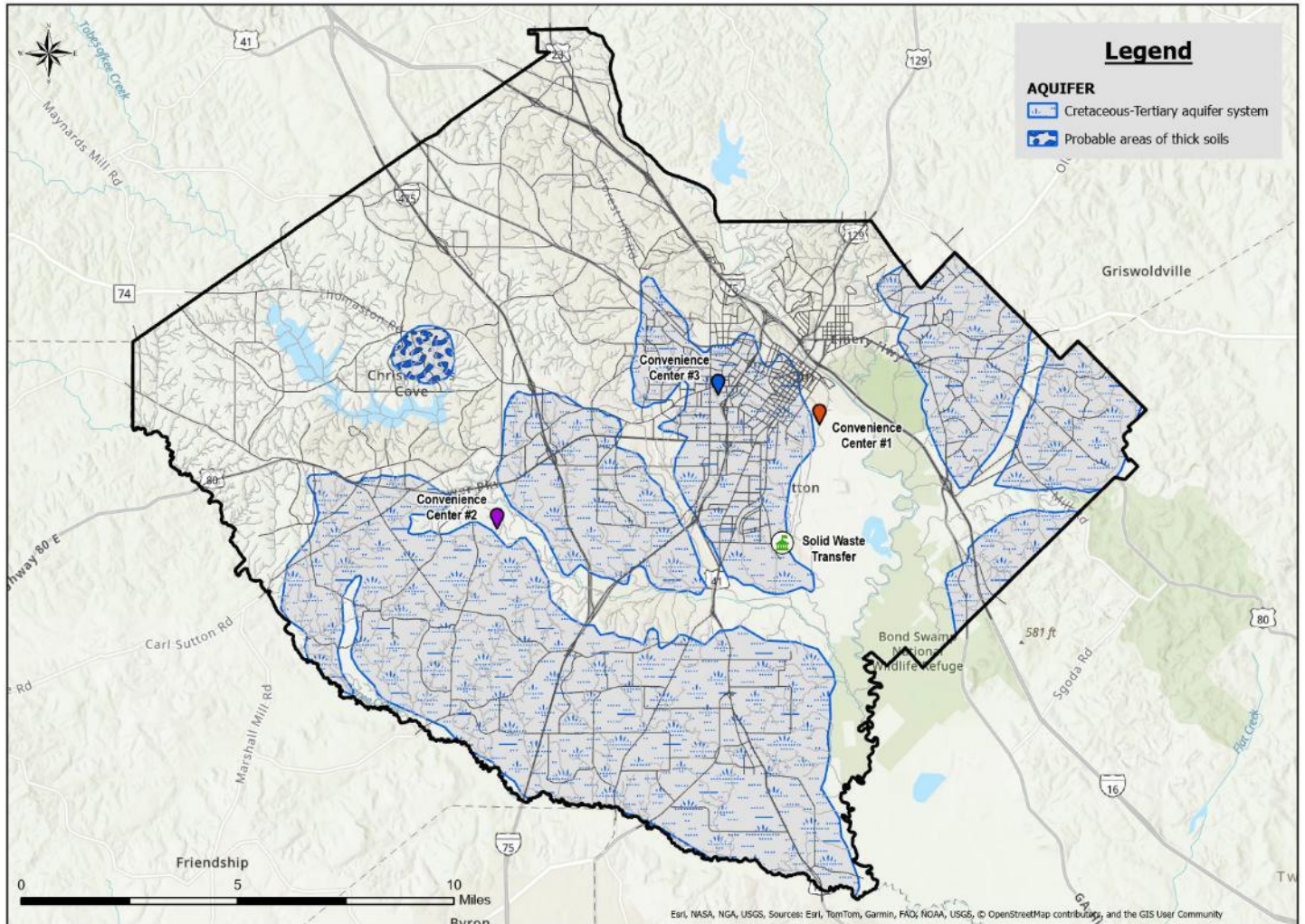
Steep Slopes



Appendix B

Map 6 – Groundwater Recharge Areas

Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035) Groundwater Recharge Areas

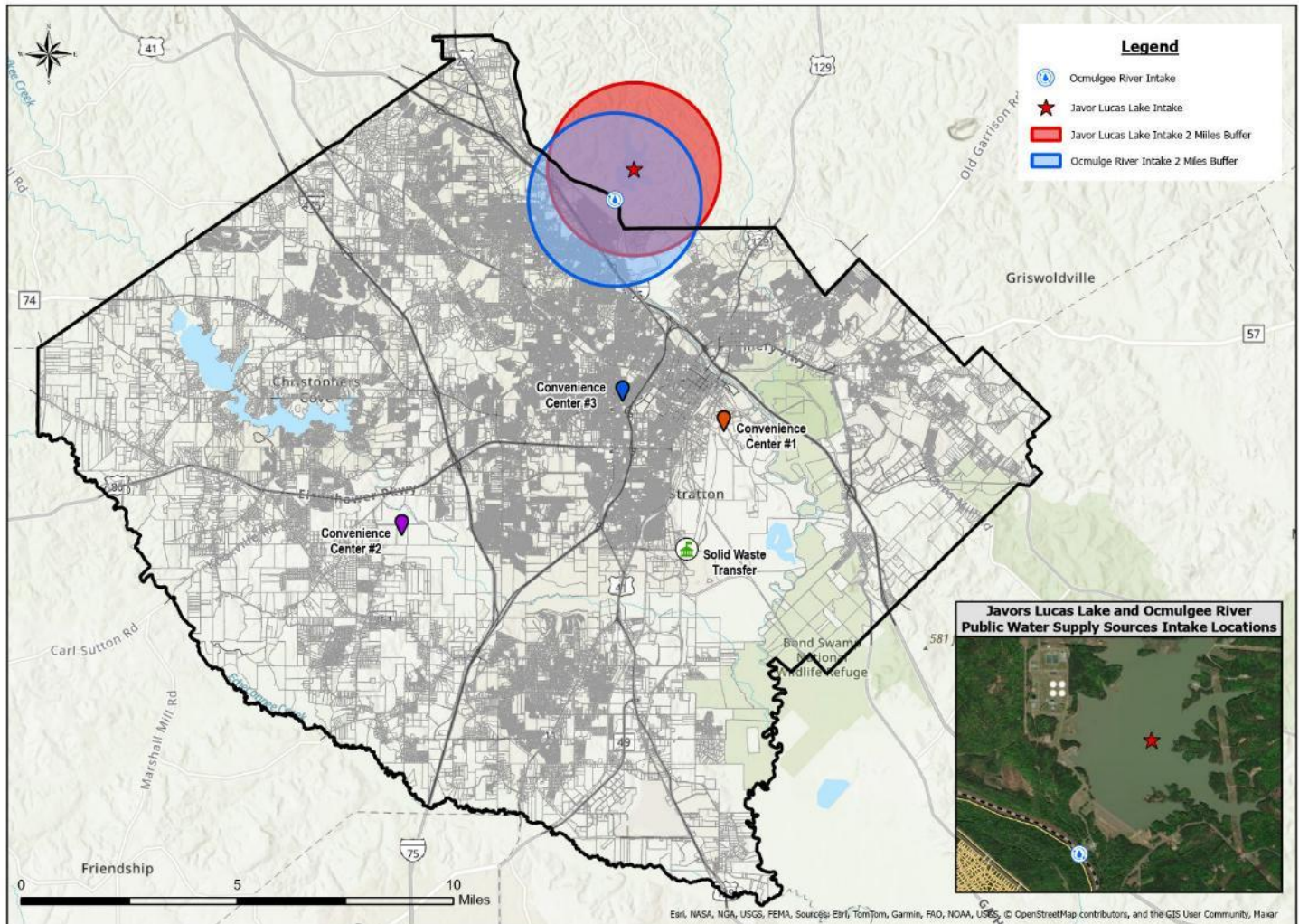


Appendix B

Map 7 – Public Water Supply Sources

Macon-Bibb County Solid Waste and Materials Management Plan (2026 -2035)

Public Water Supply Sources



APPENDIX C

PUBLIC HEARING FOR DETERMINING CONSISTENCY OF PROPOSED SOLID WASTE HANDLING FACILITIES WITH SOLID WASTE MANAGEMENT PLAN

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Appendix

The following procedures will be followed for the Macon-Bibb County Commission to determine whether a proposed new solid waste handling facility (or proposed expansion of an existing solid waste handling facility) is consistent with the Macon-Bibb County Solid Waste and Materials Management Plan.

- Any person or entity seeking to build a new solid waste handling facility or expand an existing solid waste handling facility within Macon-Bibb County shall submit an application for the Macon-Bibb County Commission to review whether such facility is consistent with the Macon-Bibb County Solid Waste and Material Management Plan.
- The application requesting such review shall be submitted to the County Manager, with a copy to the Clerk of Commission. The application shall include the name of the applicant, the address and tax parcel id of the proposed site of the facility, the proposed use of the facility, proof of Planning and Zoning compliance/approval of the proposed facility, a Certificate of Good Standing signed by the owner of the proposed facility in compliance with the Macon-Bibb County Code of Ordinances, and a statement of how the proposed facility complies with the Plan that specifically addresses the following questions:
 - Is the proposed facility consistent with the Solid Waste Materials and Management Plan?
 - How will the proposed facility meet the needs identified in the Plan?
 - What are the operational and financial impacts of the proposed facility on existing solid waste management facilities and programs?
 - How will the proposed facility provide a higher level of service to the citizens of the County than existing facilities?
 - What existing deficiencies in collection and disposal capability are addressed by the proposed facility?
 - How will the proposed facility provide better collection and disposal capability that would otherwise be provided by existing facilities?
 - How will the proposed facility help Macon-Bibb County achieve the waste reduction goals established in the Plan?
 - Have all land use restrictions and requirements of the Plan been met?
- Upon receipt of the application, the Clerk of Commission will schedule a public hearing, to be held at a regularly scheduled meeting of the of the Macon-Bibb County Commission, between 30 and 60 days from receipt of the application. The Clerk of Commission will notify the applicant of such date once it has been scheduled but no later than 25 days prior to the hearing.
- The County Manager will, with the assistance of various County departments, prior to the date of the public hearing, conduct an investigation into whether the proposed facility complies with the Plan, and prepare a report to present to the Commission.

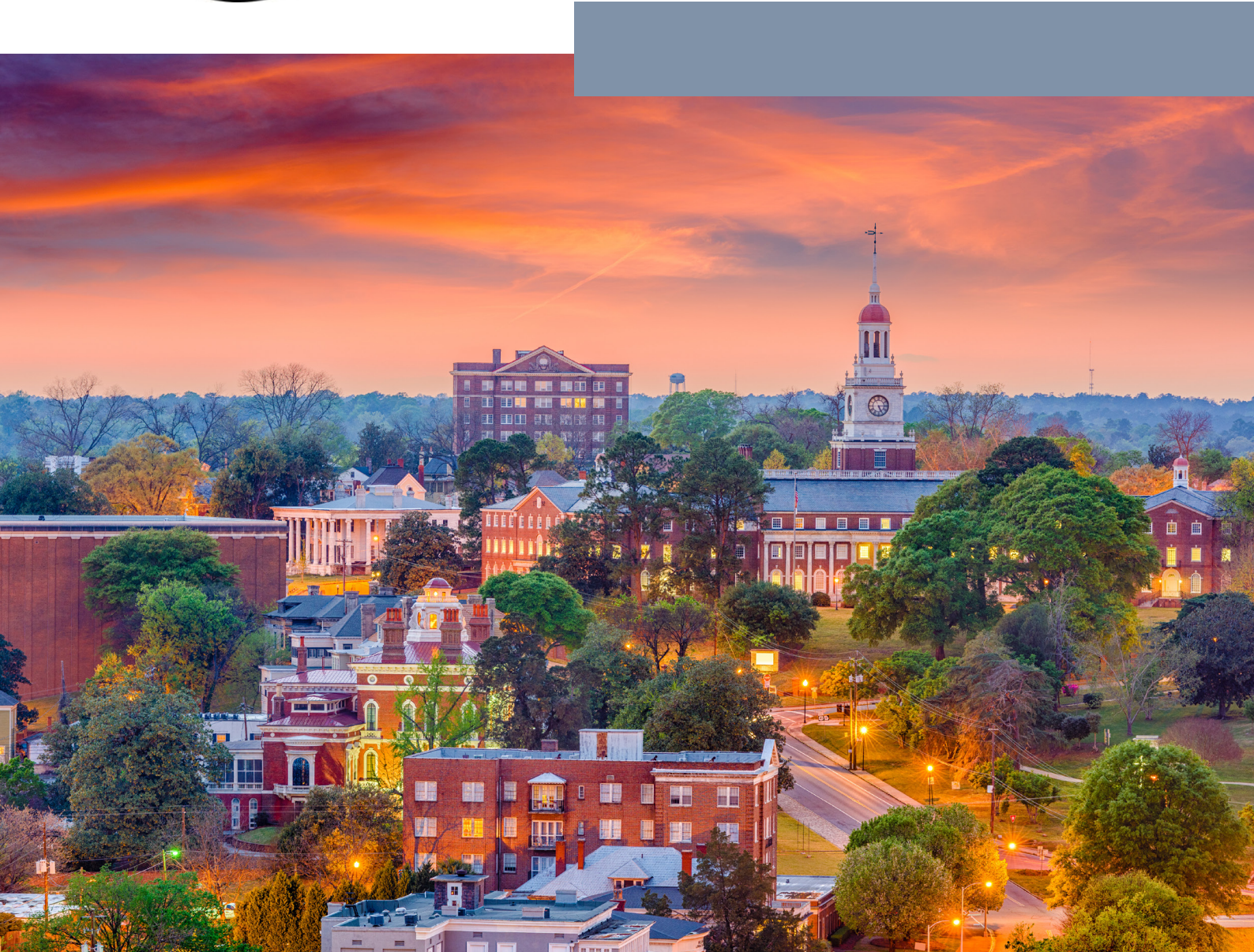
Appendix C

- At least 15 days prior to the scheduled public hearing, the applicant will prepare and advertise a legal notice regarding the purposed, date, time, and location of the public hearing in the legal organ for Macon-Bibb County.
- At least 15 days prior to the scheduled public hearing, the applicant will place a sign on the property where the new facility or expansion to an existing solid waste handling facility is located identifying the purpose, date, time, and location of the public hearing.
- At least 15 day prior to the scheduled public hearing, the applicant will provide notice of the public hearing, by letter or email, to affected parties including the following:
 - Local governments contiguous to Macon-Bibb County and any other local governments likely to be affected by the proposed facility;
 - Any local authorities, special districts, or other entities that are likely to be affected by the proposed facility;
 - Middle Georgia Regional Commission; and
 - State agencies that are likely to be affected by the proposed facility.
- At the public hearing, the County Manager will present his report regarding whether or not the proposed facility is consistent with the Plan, based on his investigation. Then, the applicant will have 10 minutes to present their arguments for why the proposed facility is consistent with the Plan. Next, those in the audience supporting the proposed facility, other than the applicant, will have 10 minutes in total to present their arguments for why the proposed facility is consistent with the Plan. Then, those in the audience opposed to the proposed facility will have 10 minute total to present their arguments. Finally, the applicant will have 5 minutes for rebuttal. The hearing will conclude without action by the Macon-Bibb County Commission.
- At the next regularly scheduled meeting of the Macon-Bibb County Commission, the Commission will vote on a resolution declaring the proposed facility consistent or inconsistent with the Plan, based on the arguments presented at the public hearing and the report of the County Manager.
- The applicant will not be specifically notified of the Commission's decision. Rather, the applicant is responsible for obtaining, from the Clerk of Commission, the resolution following the Commission meeting during which the vote takes place.
- The decision of the County Commission will be final. There will be no other appeals to the County Commission.

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Macon-Bibb County
700 Poplar Street
Macon, GA 31201



Updated in Coordination with:

NewGen
Strategies & Solutions
www.newgenstrategies.net



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KARDEX REMSTAR, LLC FOR THE PURCHASE OF A MEGAMAT OFFICE VERTICAL CAROUSEL, IN THE AMOUNT OF \$104,882.38, TO BE PAID FROM THE SPLOST 2018 FUND – PUBLIC SAFETY – PUBLIC SAFETY OTHER – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Sheriff's Office utilizes a Kardex Remstar, LLC office filing carousel unit to securely store files that it is required to keep in a paper format; and

WHEREAS, the unit presently in the Sheriff's Office has reached its end-of-life and needs to be replaced, as it cannot be serviced or repaired; and

WHEREAS, Kardex Remstar, LLC is able to replace the current unit with a Megamat Office Vertical Carousel for a cost of \$104,882.38, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Kardex Remstar, LLC has an active Sourcewell contract for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County "to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;" and

WHEREAS, because of the Sourcewell Contract, purchasing from Kardex Remstar, LLC will provide Macon-Bibb County with discounted pricing and reduced processing time on the equipment; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a purchase order or agreement with Kardex Remstar, LLC for the purchase of a Megamat Office Vertical Carousel in an amount not to exceed ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS AND 38/100 CENTS (\$104,882.38), to be paid from the SPLOST 2018 Fund – Public Safety – Public Safety Other – Property line item in a substantially similar form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

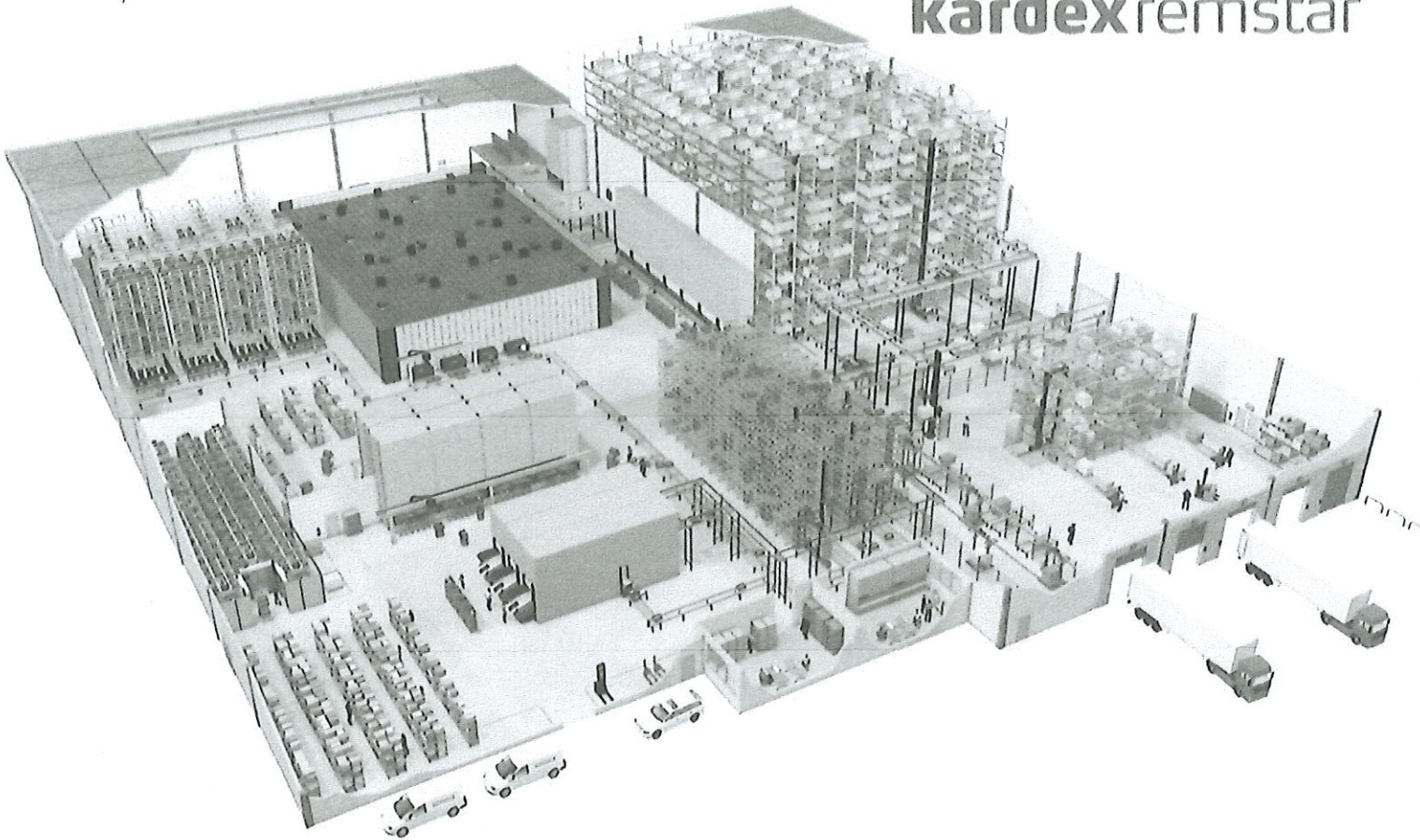
APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement With Kardex Remstar, LLC- \$104,882.00 - 5-26-2026.Docx

EXHIBIT A



Megamat Office Vertical Carousel Proposal for: Macon-Bibb Sheriff's Office

Sheriff's Office Carousel Replacement; Rev. 1

Date Prepared: 05 / 10 / 2026

Created by:

Robert Horton
Kardex Remstar, LLC
robert.horton@kardex.com
8644340049

Prepared for:

Justin Stone
Macon-Bibb Sheriff's Office

Macon-Bibb Sheriff's Office
 Attn: Justin Stone
 668 Oglethorpe St.
 Macon, GA 31201

Subject: Sheriff's Office Carousel Replacement; Rev. 1

Thank you for your interest in our products and services. We are pleased to present you with the following proposal for your storage needs.

This proposal outlines our solution to remove and replace your existing Series 80 Vertical Filing Carousel (VFC) with our new Megamat 125 VFC. Below, you will find a summary along with the features, specifications, and pricing for the new carousel further along in the document.

This proposal is based on Macon Bibb County utilizing its Sourcewell Contract for purchase. Sourcewell is a government purchasing group that offers GSA-level pricing to local and state governments. Our equipment is priced at its lowest point using this contract. For example, our discount is 10% higher than the Georgia state contract discount. Therefore, we have allowed the Georgia state contract to lapse. Macon Bibb County's member number is 5168. Please include your member number on the purchase order for these prices to be valid. You can find more information at <https://www.sourcewell-mn.gov/>.

Megamat Vertical Carousel, Model 125-2211S

Qty. 1

Overall Unit Size: 103.54" W x 47.32" D x 140.75" H

22 Letter Tray Carriers total

Carrier dimension: 89.13" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier

Total of 2,218 Linear Filing Inches (LFI) Provided

Two Year Parts & Labor Warranty

We are presenting a couple of options as requested, in addition to the base machine mentioned above.

Please note that the base offer does not include any letter trays. You can use your existing trays, although they may differ slightly in color from the new machine. Using the existing trays will help reduce the workload on your staff, as they will not need to remove and replace the files themselves.

While we are offering the machine equipped to handle trays, we do not recommend utilizing them due to ergonomic concerns. The trays are heavy and can cause undue stress to your associates, potentially leading to injuries if not handled carefully. As an alternative, we are recommending file drawer carriers that are similar to traditional file cabinet drawers. Specifications and pricing for these options are included in the proposal.

The installation process will involve the following steps:

1. The existing carousel will be disassembled and removed to the adjacent roof, where the components will be disposed of in a dumpster provided by MBSO.
2. The new machine crates and skids will be lifted to the roof by a crane rented by MBSO. These crates will be stored on the roof for the duration of the installation, which is estimated to take 2-3 days.
3. MBSO will construct a ramp to assist our technicians in moving the equipment into the room for installation.
4. Our technicians will assemble and install the carousel and provide training for your operators on its use.
5. After the installation is complete, your staff will load all materials into the carousel.

kardexremstar

Proposal For: Macon-Bibb Sheriff's Office, Sheriff's Office Carousel
 Replacement; Rev. 1

This quotation is valid for three months from the date above. The Sourcewell Terms and Ordering information is included for your reference at the end of the proposal.

We hope that our quotation meets your expectations. Additionally, we want to assure you that all work will be carried out to a high professional standard.

If you have any questions, please do not hesitate to contact our team at any time.

Regards,



Robert Horton
Area Sales Manager
Kardex Remstar, LLC

kardexremstar

Proposal For: Macon-Bibb Sheriff's Office, Sheriff's Office Carousel
Replacement; Rev. 1

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Quote ID: 667477 R1 Macon-Bibb SO, 05 / 10 / 2026

Scope & Supply Pricing

Quote/Proposal ID #: 667477 R1 Macon-Bibb SO

Name	Price	QTY	Discount	Subtotal
Lekltrever Vertical Carousel Model: 125-2211S - Overall Unit Size: 103.54" W x 47.32" D x 140.75" H - Includes twenty-two (22) Letter Tray Carriers - Does NOT include Trays - Carrier dimension: 89.13" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier - T0 Controller Located in Work Counter - Access Opening Light - Manual Handcrank for emergency access during power outage - Fixed Standing Work Counter with Light Gray Top 110V Single Phase Power - Total of 2,218 Linear Filing Inches (LFI) Provided - Two Year Parts & Labor Warranty	\$76,157.00	1	-\$29,891.62	\$46,265.38
Mechanical Equipment Installation - Includes Two (2) Year Product Warranty - Includes three (3) preventative maintenance visits on 6-month intervals - Includes disassembly and removal of existing carousel to your receptable - Includes similar power connection as existing - Does NOT include: - Lifting equipment to stage crates/skids on the roof - Ramp to assist in the equipment entrance to room - Loading of files into carousel - Building modifications, temporary or permanent. - Equipment of furniture relocation - As discussed, we would prefer to perform the work without any associates in the area for safety reasons. This can be coordinated when the schedule is set for the installation.	\$22,999.00	1	\$0.00	\$22,999.00
Estimated Tariff Charge Charged only if tariffs are in effect at the time of shipping	\$3,933.54	1	\$0.00	\$3,933.54
				\$73,197.92

Optional Items (Not Included In Pricing Unless Box is Checked)

☒ File Drawer Carriers - Carrier includes ball bearing loaded file drawers for ease of access. - Carriers are equipped with two drawers, one with three rows and the other with four rows for a total of seven rows of files per carrier. - Reduces the total LFI to 2,130	\$46,888.00	1	-\$18,403.54	\$28,484.46
				\$28,484.46

kardexremstar

Proposal For: Macon-Bibb Sheriff's Office, Sheriff's Office Carousel Replacement; Rev. 1

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Subtotal	\$101,682.38
Estimated Freight	\$3,200.00
Total	\$104,882.38

***Note:** Pricing shown above does not include any government-imposed tariffs. In the event of a tariff is incurred for your order a tariff adjustment will be added to any final invoices. Please see additional note on following page for more information on the government-imposed tariffs.

Exceptions/Limitations/Disclaimers/Clarifications

- All labor to be non-union unless otherwise specified.
- Delay of work due to site obstructions, lack of electrical power, etc. could result in additional charges.
- Modification requests after order placement will result in additional charges

Delivery Schedule

All equipment will be scheduled to ship 19-22 weeks after receipt of purchase order.

Freight Payment Terms - Order Terms Shown Selected Below:

If no freight terms are selected FCA Origin Pre-Pay & Add Actual Costs will be applicable.

☒ **FCA Origin Pre-Pay & Add Actual Costs**

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Macon-Bibb Sheriff's Office assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received.

☐ **FCA Origin Pre-Pay & Add Actual Costs (Estimated Freight Quoted)**

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Macon-Bibb Sheriff's Office assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

☐ **FCA Destination (Freight Included)**

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Kardex is responsible for any damages until delivery is complete. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

*This is not the typical freight term, typically used for Government/Military or special use cases as approved by management.

☐ **FCA Origin - Customer Arranged Freight**

Customer will arrange the trucks and coordinate directly with the Kardex Logistics team & complete all necessary documentation. Kardex will load/pack the trucks at our site. The customer assumes all risks associated with the shipment. Kardex Remstar will add a \$500 Logistics Handling Fee per truckload.

Invoicing & Payment Terms

Standard terms: Net 30 day payment terms

All above pricing is good for 60 days.

Prices and terms are not subject to verbal changes unless approved in writing by the seller.

Should the buyer cancel before completion, he will assume responsibility for all work performed prior to receipt of written cancellation.

Terms inconsistent with those stated therein which may appear on the purchaser's formal order will not be binding to the seller.

Please see our full terms and conditions in the Appendix section for more details.

TAXES

The prices given do not include any Federal, State, or local taxes based upon or measured by sales or use. Taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment.

GOVERNMENT IMPOSED TARIFFS

On April 3, 2025, the US Government implemented tariffs that will increase the landed cost of Kardex Remstar products. The newly imposed tariffs will impact all products manufactured in Germany. These tariffs are collected upon entry into the United States.

kardexremstar

Proposal For: Macon-Bibb Sheriff's Office, Sheriff's Office Carousel
Replacement; Rev. 1

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Quote ID: 667477 R1 Macon-Bibb SO, 05 / 10 / 2026

However difficult, these unprecedented government-imposed tariffs constitute circumstances beyond our control and necessitate an additional fee for the tariff cost in order to maintain our quality standards and service levels. Due to these circumstances beyond our control, Kardex Remstar will be adding a tariff adjustment to any final invoices for new equipment and spare parts.

Each order will be subject to the prevailing government tariff at time of entry into the United States. We will continue to monitor developments regarding these tariffs, and should the situation change, Kardex Remstar will make the appropriate adjustments as needed. If a tariff is not charged on your goods by the US Government a tariff adjustment **WILL NOT** be made on any invoicing.

We value your continued partnership and appreciate your understanding as we navigate the evolving economic landscape.

¹Delivery Delays:

1. If Kardex has not undertaken to install the product, the full purchase price is payable 30 days after supply and invoicing.
2. If a customer cannot take delivery of equipment within two weeks of their confirmed scheduled delivery date Kardex will store the equipment at an added charge of \$900 per month/per machine (unit) and will not be prorated per month for a maximum of 3 months.
3. After 3 months maximum of storage, the full order will be required to ship to a local customer owned storage facility and be stored at the customers expense and the customer will be invoiced accordingly.

²Substantial completion is considered as the following:

1. For a single unit equipment installation, substantial completion is equipment delivered and installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
2. For a multi unit equipment installation, substantial completion is at least 75% of the equipment installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
3. For projects involving software installations, substantial completion is at least 75% of the software installation complete including any remote work or onsite time but still awaiting final customer training or interfacing by a customer including other delays by customer that are out of Kardex's control and preventing final completion.
4. In the event of substantial completion Kardex will give 30 days notice to the customer to remedy the delays before invoicing for the final 10% payment.

Ordering Instructions

**FSC Group 36
CAGE #69785
DUNS 00-255-5654
Federal ID #27-384-6558
NAICS #s 33721 & 333922**

All orders are to be made out to Kardex Remstar, LLC as shown below:

Kardex Remstar, LLC
41 Eisenhower Drive
Westbrook, ME 04092

kardexremstar

Proposal For: Macon-Bibb Sheriff's Office, Sheriff's Office Carousel
Replacement; Rev. 1

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Quote ID: 667477 R1 Macon-Bibb SO, 05 / 10 / 2026



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WILLIAMS COMMUNICATIONS, INC., FOR THE REPLACEMENT OF RADIO EQUIPMENT IN THE AMOUNT OF \$146,883.87, TO BE PAID FROM THE SPLOST 2018 FUND – PUBLIC SAFETY – IT UPGRADE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, to ensure the ongoing and effective response of Macon’s public safety agencies, stability of radio communications systems is crucial; and

WHEREAS, replacement radios are required to maintain Macon-Bibb County’s radio communications systems; and

WHEREAS, Macon-Bibb County utilizes L3Harris radios, which are available under State Contract #99999-SPD-T20250623-0001, a cooperative purchasing agreement allowing for favorable pre-negotiated pricing and faster processing times than other competitive purchasing mechanisms; and

WHEREAS, Williams Communications, Inc., is an authorized dealer of L3Harris products under State Contract #99999-SPD-T20250623-0001, and has familiarity with the Macon-Bibb County radio communications system; and

WHEREAS, use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, Procurement concurs with this award; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement or purchase order with Williams Communications, Inc., for the replacement of radio equipment as more fully described in Exhibit A, attached hereto and incorporated herein by reference, in the amount of ONE HUNDRED FORTY-SIX THOUSAND, EIGHT HUNDRED EIGHTY-THREE DOLLARS and 87/100 CENTS (\$146,883.87), to be paid from the SPLOST 2018 Fund – Public Safety – IT Upgrade - Property line item, in a form to be approved of by the County Attorney's Office.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Authorizing Radio Connectivity Equipment Purchase from Williams Communications - \$146,883.87 -5-26-2026.docx

EXHIBIT A



QUOTE

5046 Tennessee Capital Blvd.
Tallahassee FL 32303
(850) 385-1121 Fax: (850) 575-0346

TO: Macon-Bibb County
Mrs. T. Watson
300 Cherry Street
Macon, GA 31201

QUOTE NO.: 10707 - 00

DATE: 4/29/26

TERMS: NET 30 DAYS

Please reference Quote No. on correspondence.

Send purchase orders to sales@wmscom.com.

Quote expires 05/29/2026.

Custom ordered parts and specialty items are non-refundable. All other items are subject to a 30% restocking fee.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	PORTABLE,XL-200P,FKP,BLK,US,NA	2,923.00	2,923.00
2	1	OPERATION,LOAD NIFOG PERSONALI	.01	.01
3	1	FEATURE-XL200-P2S PHASE 2 TDMA	203.50	203.50
4	1	FEATURE, SINGLE-KEY AES ENCRYP	.01	.01
5	1	FEATURE-XL200-ENCRYPTION-SINGL	.01	.01
6	1	FEATURE PKG-XL200P-P2S TRUNKIN	1,332.00	1,332.00
7	1	FEAT PKG,ALL BANDS,V+U+7/800	1,328.30	1,328.30
8	1	COVER SIDE-UDC-HARRIS-XL PORTA	4.44	4.44
9	1	FEATURE, LTE	999.00	999.00
10	1	VENDOR DISCOUNT	500.00-	500.00-
Quote for replacement of XL-200P SN A40336005035 Ladder #7			Item Summary	6,290.27
			Subtotal	6,290.27
			Inbound Frt	30.00
			Grand Total	6,320.27
Continued on following page				



WILLIAMS
COMMUNICATIONS, INC.
WIRELESS TECHNOLOGIES

QUOTE

QUOTE NO. 10707 - 00

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LINE	QTY	DESCRIPTION	UNIT PRICE		TOTAL

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Phillip Taylor**

(469)978-6070 Ext

ptaylor@wmiscom.com

Accepted

by

LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE

P.O. No. _____

Date _____



WILLIAMS
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

QUOTE

**5046 Tennessee Capital Blvd.
Tallahassee FL 32303
(850) 385-1121 Fax: (850) 575-0346**

**TO: Macon-Bibb County
Mrs. T. Watson
300 Cherry Street
Macon, GA 31201**

QUOTE NO.: 10706 - 00

DATE: 4/29/26

TERMS: NET 30 DAYS

Please reference Quote No. on correspondence.

Send purchase orders to sales@wmscom.com.

Quote expires 05/29/2026.

Custom ordered parts and specialty items are non-refundable. All other items are subject to a 30% restocking fee.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	QUOTE FOR POOL RADIOS		
2	20	PORTABLE,XL-200P,FKP,BLK,US,NA	2,923.00	58,460.00
3	20	OPERATION,LOAD NIFOG PERSONALI	.01	.20
4	20	FEATURE-XL200-P25 PHASE 2 TDMA	203.50	4,070.00
5	20	FEATURE, SINGLE-KEY AES ENCRYP	.01	.20
6	20	FEATURE-XL200-ENCRYPTION-SINGL	.01	.20
7	20	FEATURE PKG-XL200P-P25 TRUNKIN	1,332.00	26,640.00
8	20	FEAT PKG,ALL BANDS,V+U+7/800	1,328.30	26,566.00
9	40	BATTERY,LI-ION,3100 MAH	129.50	5,180.00
10	20	ANTE- XL-FLEX HELICAL 136-870	111.00	2,220.00
11	20	MIC-SPK-L3H-XL200-NON ANTE-COI	147.26	2,945.20
12	20	BELT CLIP- HARRIS XL SERIES ME	25.90	518.00
13	20	COVER SIDE-UDC-HARRIS-XL PORTA	4.44	88.80
14	20	CHARGER, SINGLE BAY +	185.00	3,700.00
15	20	FEATURE, LTE	999.00	19,980.00
16	20	VENDOR DISCOUNT	500.00--	10,000.00--
Continued on following page				



WILLIAMS
COMMUNICATIONS, INC.
WIRELESS TECHNOLOGIES

QUOTE

QUOTE NO. 10706 - 00

Page 2

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
			Item Summary	140,368.60
			Subtotal	140,368.60
			Inbound Frt	195.00
			Grand Total	140,563.60

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Phillip Taylor** (469)978-6070 Ext ptaylor@wmscom.com

Accepted
by _____

LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE

P.O. No. _____

Date _____



Statewide Contract Number	99999-SPD-T20250623-0001	NIGP Codes	72688, 72689, 72690, 93972, 72616
Name of Contract	Radio Communications		
Effective Date	June 13, 2022	Expiration Date	June 23, 2026
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Convenience
Contract Information for Supplier			Page Number
<u>L3 Harris Technologies</u>			2
Additional Contract Information			
<u>Item Schedule</u>			4
<u>Ordering Instructions</u>			4
<u>Contract Renewals/ Extensions/ Changes</u>			8
<u>DOAS Contact Information</u>			8

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-T20250623-0001
Contract Name	Radio Communications
PeopleSoft Supplier Number	0000062756
Supplier Name & Address	
L3 Harris Technologies 221 Jefferson Ridge Pkwy Lynchburg, VA 24501	
Contract Administrator	

Name: Marilyn Brannan
 Telephone: (434)-385-2866
 Email: marilyn.brannan@L3Harris.com

Jason Kahane
 Sales
 jason.kahane@l3harris.com
 434-329-9725

Contact Details	
Ordering Information	L3 Harris Technologies PSPC Customer Care Center 800-368-3277, Opt. #9 PSPC_CustFocus@L3harris.com
Remitting Information	L3 Harris Technologies-PSPC P.O. Box 419436 Boston, MA 02241-9436
Delivery Days	Orders will be shipped within 30 days after a purchase release order is received.
Discounts	26% off the current catalog list price for L3 Harris equipment. No discounting is available on services or third-party equipment.
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government

Acceptable payment method	The supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.
Return Process	800-368-3277
Special Quote/High Volume Process	Contact local representative

General Contract Information

This contract is currently established within Team Georgia Marketplace™. Contract information, including the Information and Benefit Sheet, can be found on the Supplier's Contract Summary Page located within Team Georgia Marketplace™ found on the DOAS State Purchasing Website. This contract has been awarded to the following suppliers:

L3 Harris Technologies	99999-SPD-T20250623-0001

For direct access to the site, [click here](#) and login using the Guest Credentials: **tgmguest**. Proceed to the **Catalog and Contracts** (located in the Menu Bar) **Search for Contract** [Enter Contract Number or Supplier Name]. Additionally, if you are:

- A Registered State Agency User you can access this information using the Virtual Catalog link located within PeopleSoft.
- A Registered Technical College Shopper can access this information by [clicking here](#) and entering their login credentials.
- A Registered Window Shopper can access this information by [clicking here](#) and entering the credentials provided during registration.

The purpose of this contract is to provide State Agencies, USG, and Local end-users with a comprehensive list of products and manufacturers for all of their public safety communication needs.

Orders may be placed by using the ordering instructions listed on the **SWC** information sheet.

KEY BENEFITS OF THE CONTRACT INCLUDE:

- Competitive pricing.
- Maintenance services.
- Onsite design and quote services.
- Ability to make large system purchases without bidding.
- Can be used with your State of Georgia Purchasing Card.

ADDITIONAL INFORMATION:

NIGP codes assigned to the Background Investigative Reporting SWC:

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

72689 - Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station, Audio Transfer

72690 - Two-Way Radio Supplies, Parts, and Accessories

93972- Radio, Telecommunications, Telephone Equipment, Including 911 Systems and Facsimile Transceivers, Maintenance and Repair

72616 – Antenna and Accessories, Radio Only: Brackets, Masts, Mount, Rotators, Standoffs, etc., Including Aircraft, Vehicle and Marine Types

Item Schedule

Products and Pricing:

See Team Georgia Marketplace for State products and pricing or contact the supplier directly.

Availability and Special Instructions:

The use of new radio frequencies requires the review by the telecommunications personnel of the State of Georgia. Please call Ralph Bevan at 404.656.2042 for information regarding this process.

Ordering Instructions

Contract period: June 13, 2022, to June 25, 2022

Sourcewell Customer Facing Webpage: [IDIQ: Sourcewell | L3Harris™ Fast. Forward.](#)

Georgia Sales Specialist: Jason Kahane, +1-434-329-9725, Email: jason.kahane@l3harris.com.

To request a quote, contact our Customer Care Center: US & CAD Office: +1-800-368-3277 Opt. # 9, Email: [PSPC Customer Focus Quoting](#)

To place an order, contact our Customer Care Center: US & CAD Office: +1-800-368-3277 Opt. # 9, Email: [PSPC Customer Care Center](#)

Minimum order (first time only): \$100

Electronic payments preferred:

L3 Harris Technologies-PSPC

Bank: Citibank NY

ABA: 021000089

SWIFT: CITIUS33

Account: 30886623

For e-checks only: www.payments.L3harris.com

To pay by mail (if unable to remit electronically):

L3 Harris Technologies-PSPC

P.O. Box 419436

Boston, MA 02241-9436

For complaints about service, contact:

Jason Kahane

Sales

jason.kahane@l3harris.com

434-329-9725

Delivery Information:

Orders will be shipped within 45 days after a purchase release order is received. NOTE: Delivery will be about 45 days after receipt of required information and contingent upon any backlog at the time of order. Lead times are a function of lot size and type of equipment requested.

Warranty Period:

One-year parts, labor, and shipping unless indicated otherwise on the Price List. During the warranty period, agencies must return problem equipment to an authorized service center. Equipment will be repaired or exchanged and returned to the agency within 10 days of shipment. (Not to exceed 30 calendar days total turnaround)

Maintenance:

Maintenance includes any problems that do not affect the overall performance of the system but still require attention. L3 Harris Technologies provides its customers with a variety of options for the maintenance of their systems and equipment. Customers may contract with an L3 Harris Technologies service center or with a local authorized service center for maintenance services. The field service organization coordinates with the sales organization to identify resources, alternatives, and recommended service plans to meet a customer's requirements.

Full Maintenance Service Contracts:

To assure uninterrupted operation, L3 Harris Technologies can develop a maintenance strategy for a customer. Your preventative maintenance program would include the following:

- Remedial maintenance, which are activities that are required to correct reported malfunctions and equipment failures.
- Demand services, which include activities beyond the scope of the maintenance contract, such as installation and removal of radios, sirens, light bars, and other hardware.

Service Planning:

L3 Harris Technologies recommends that customers select their preferred service option while they are planning for a new system. This allows the selected service provider to participate in the installation, commissioning, and initial operation of the system under warranty, and they are better prepared to continue maintenance responsibilities after the warranty. L3 Harris Technologies also recommends that customers purchase spare parts. This provides faster restoration of service if critical system modules fail.

Factory Repair and Return:

The Factory Repair and Return Depot located in Lynchburg, Va., provides a complete range of repairs for all equipment both in warranty and post-warranty. If an item is out of warranty and cannot be repaired economically, the customer will be contacted for disposition instructions or replacement authorization. If the item is in warranty and cannot be repaired, it will be replaced at no charge in accordance with the warranty provisions associated with the original sale of the item.

Remedial Maintenance:

Remedial maintenance includes any maintenance activities required to correct reported malfunctions and equipment failures. The remedial maintenance objective is to clear the malfunction on the first call as quickly as possible.

L3 Harris Technologies understands the importance of continued system operation to its customers. System repair technicians are properly trained and have the necessary test equipment, service documentation, spare parts availability, and factory engineering support.

Repairs:

Defining repair time is difficult because of the various natures of failures and system outages. Having a backbone spare parts inventory in the maintenance facility assures that most failures can be corrected in the shortest possible time. A local spare parts inventory means that shipping times from a regional service center or from L3 Harris Technologies Mid-Atlantic Service Center parts inventory is avoided; therefore, communication is restored quickly.

Repair Level for Basic System Elements

Fixed site equipment will be field repaired at the lowest replaceable unit (LRU) level. In most cases, this means board, module, or subassembly exchange.

Components within LRUs will not be routinely replaced in the field.

Desktop stations will be repaired by isolating the malfunction to the transceiver chassis, circuit boards, wiring, power supply, etc., and then replacing the defective LRU. Components within the LRUs will not be routinely replaced in the field. Wiring defects diagnosed while troubleshooting will be field repaired. Modems, tone remotes and other self-contained units will be field replaced. Internal repairs will not normally be attempted in the field.

Location of Repairs:

- First level – at point of failure
- Second level – at local service shop

- Third level – at L3 Harris Technologies Mid-Atlantic Service Center
- Fourth level – at the specific vendor facility of the part or assembly L3 Harris Technologies products that cannot be repaired in the above service locations will be returned to the factory repair and return facility in Lynchburg, Va.

Optional On-Site Warranty:

L3 Harris Technologies will charge \$175 per hour for on-site warranty work for the following equipment proposed:

- MASTR III and MASTR V Stations
- CS700 Desktop and Wall Mount Stations

L3 Harris Technologies does not recommend on-site warranty repair for the user equipment but suggests that such equipment be sent to either a local authorized service center or the factory repair and return depot in Lynchburg, Va.

Technical Assistance:

L3 Harris Technologies technical assistance center provides knowledgeable and experienced product specialists to provide technical support on product operation, maintenance, and troubleshooting/repair processes. Basic product support for the equipment proposed is available through the technical assistance center by calling (800) 528-7711 or by fax at (434) 455-6712.

Approved Resellers for L3 Harris Technologies

State Entities desiring to purchase two-way radio equipment from a State approved, local representative of the L3 Harris Technologies can work with the following supplier(s):

TBD

Contract Renewals/ Extensions/ Changes

Renewal #1: 6/24/2025 - 06/23/2026

DOAS Contact Information:

Duane Tomlinson
Contract Manager III
Email: duane.tomlinson@doas.ga.gov
Telephone: 404-850-4075

For Team Georgia Marketplace question(s)
Procurement Help Desk
Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ COMMISSIONER ANDREA COOKE |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., IN THE AMOUNT OF \$158,140.00 FOR ANNUAL NEW WORLD ENTERPRISE RESOURCE PLANNING SOFTWARE MAINTENANCE FEES, PAYABLE FROM THE GENERAL FUND – INFORMATION TECHNOLOGY – IT – INFRASTRUCTURE – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on or about November 5, 2013, Macon-Bibb County entered into an agreement with New World Systems Corp. for New World software; and

WHEREAS, New World Systems Corp., merged with Tyler Technologies, Inc. (“Tyler”) on November 16, 2015, with Tyler being the surviving entity; and

WHEREAS, New World Enterprise Resource Planning (“ERP”) software is an essential software for many departments in the Macon-Bibb County government that is only available from Tyler; and

WHEREAS, Tyler is a sole-source vendor providing annual maintenance and customization services of the existing public administration software for Macon-Bibb County; and

WHEREAS, sole-source procurement is authorized under Macon-Bibb County Code of Ordinances Sec. 19-5.4; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to approve the issuance of a purchase order to Tyler Technologies, Inc., in the amount of ONE HUNDRED

FIFTY-EIGHT THOUSAND, ONE HUNDRED FORTY DOLLARS AND 00/100 CENTS (\$158,140.00) for the annual maintenance of New World ERP software licenses, payable from the General Fund – Information Technology – IT – Infrastructure – Contract Labor – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Authorizing Agreement With Tyler Technologies - \$158,140.00- 5-26-2026.docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ Commissioner Andrea Cooke |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHOTSPOTTER, INC. FOR THE PROVISION OF GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICES, IN THE AMOUNT OF \$524,000.00 PER YEAR FOR A TERM OF THREE YEARS, TO BE PAID FROM PUBLIC SAFETY FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Sheriff's Office utilizes services provided by ShotSpotter, Inc., for gunshot detection, location, and forensic analysis; and

WHEREAS, ShotSpotter, Inc. has provided the County with a quote for the required services in the amount of FIVE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND 00/100 CENTS (\$524,000.00) per year for a term of three years, for a total expenditure of ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND DOLLARS AND 00/100 CENTS (\$1,572,000.00); and

WHEREAS, in accordance with Sec. 19-5.4 of the Macon-Bibb County Code of Ordinances, the County Manager has designated ShotSpotter, Inc. as the sole source for the subscription-based services to be provided by ShotSpotter, Inc. as the services to be provided are supported by ShotSpotter Inc.'s proprietary equipment and data; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a purchase order or agreement with ShotSpotter, Inc., for the provision of gunshot detection, location

and forensic analysis services in an amount not to exceed FIVE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND 0/100 CENTS (\$524,000.00) per year over a term of three (3) years, for a total expenditure of ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND DOLLARS AND 00/100 CENTS (\$1,572,000.00), to be paid from the Sponsored Programs – Speed Cameras – Contract Labor – Contractual Services line item for the first year, in a substantially similar form as Exhibit A, attached hereto, and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Authorizing Agreement With Shotspotter, Inc. \$524,000.00 - 3-2-26.Docx

EXHIBIT A



Quote

SoundThinking, Inc.
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337
Phone: 888.274.6877 Fax: 650.887.2106

DATE 11/13/2025
Quote # MACBIBB111325
Customer ID Bibb County SO

Quote For:

Director Erica Jackson
Bibb County Sheriff's Office
668 Oglethorpe St
Macon, GA 31201-6844

Quote valid until: 2/23/2026

Prepared by: D Lashley

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for the Phase I 7.0 mi² coverage area and annual API Notifications service for an additional three-year term (February 24, 2026 through February 23, 2029). The services will be delivered according to the terms and conditions of an Amendment to the ShotSpotter Respond Services Agreement dated September 17, 2021, which is incorporated herein by reference.

SALES DIRECTOR:		TERMS:		Net 30
Nikki Britto				
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
7.0	Year One: Annual ShotSpotter Subscription Services for Phase I for 2/24/26 through 2/23/27.	\$73,500		\$514,500
QUANTITY (mi ²)	DESCRIPTION	ANNUAL PRICE	TAXABLE?	AMOUNT
1	Annual ShotSpotter Notifications API service for 2/24/26 through 2/23/27.	\$9,500		\$9,500
Year One Subtotal:				\$524,000
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
7.0	Year Two: Annual ShotSpotter Subscription Services for Phase I for 2/24/26 through 2/23/27.	\$73,500		\$514,500
QUANTITY (mi ²)	DESCRIPTION	ANNUAL PRICE	TAXABLE?	AMOUNT
1	Annual ShotSpotter Notifications API service for 2/24/26 through 2/23/27.	\$9,500		\$9,500
Year Two Subtotal:				\$524,000
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
7.0	Year Three: Annual ShotSpotter Subscription Services for Phase I for 2/24/26 through 2/23/27.	\$73,500		\$514,500
QUANTITY (mi ²)	DESCRIPTION	ANNUAL PRICE	TAXABLE?	AMOUNT
1	Annual ShotSpotter Notifications API service for 2/24/26 through 2/23/27.	\$9,500		\$9,500
Year Three Subtotal:				\$524,000
SUBTOTAL				\$1,572,000
TAX RATE				
SALES TAX				-
OTHER				-
TOTAL				\$1,572,000

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above.
SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this Quote, please contact
Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com

